

**NOTICE TO THE PUBLIC**  
**WILLIAMSON COUNTY COMMISSIONER'S COURT**  
**OCTOBER 4TH, 2016**  
**9:30 A.M.**

The Commissioner's Court of Williamson County, Texas will meet in regular session in the Commissioner's Courtroom, 710 Main Street, in Georgetown, Texas to consider the following items:

1. Review and approval of minutes.
2. Consider noting in minutes any off right-of-way work on any County road done by Road & Bridge Division.
3. Hear County Auditor concerning invoices, bills, Quick Check Report, wire transfers and electronic payments submitted for payment and take appropriate action including, but not limited to approval for payment provided said items are found by the County Auditor to be legal obligations of the county.
4. Citizen comments. Except when public hearings are scheduled for later in the meeting, this will be the only opportunity for citizen input. The Court invites comments on any matter affecting the county, whether on the Agenda or not. Speakers should limit their comments to three minutes. Note that the members of the Court may not comment at the meeting about matters that are not on the agenda.

**CONSENT AGENDA**

The Consent Agenda includes non-controversial and routine items that the Court may act on with one single vote. The Judge or a Commissioner may pull any item from the consent agenda in order that the court discuss and act upon it individually as part of the Regular Agenda.  
 ( Items 5 – 16 )

5. Acknowledge and enter into the official minutes of the Commissioners Court the line item transfers from merit pool monies to various departments approved by the Budget Office from July 1st - September 30, 2016.
6. Discuss, consider and take appropriate action on approving compensation changes, position titles changes, position grade changes and any corresponding line item transfers.

**Fiscal Impact**

<b>From/To</b>	<b>Acct No.</b>	<b>Description</b>	<b>Amount</b>
From	01008002001130	Merit	41261.20
To	01000403001100	Salaries	11529.40
To	01000403002010	FICA	882.00
To	01000403002020	Retirement	1541.88
To	01000404001100	Salaries	22564.80
To	01000404002010	FICA	1726.21
To	01000404002020	Retirement	3016.91
From	01008003001130	Merit	153544.58

To	01000560001100	Salaries	66511.96
To	0100560002010	FICA	5088.16
To	01000560002020	Retirement	8892.65
To	01000570001100	Salaries	60363.42
To	01000570002010	FICA	4617.80
To	01000570002020	Retirement	8070.59
From	01008006001130	Merit	51173.99
To	01000509001100	Salaries	40545.56
To	01000509002010	FICA	3101.74
To	01000509002020	Retirement	5420.94
To	01000215001100	Salaries	1740.00
To	01000215002010	FICA	133.11
To	01000215002020	Retirement	232.64
From	01008005001130	Merit	30078.52
To	01000402001100	Salaries	17773.22
To	01000402002010	FICA	1359.65
To	01000402002020	Retirement	2376.28
To	01000405001100	Salaries	7080.95
To	01000405002010	FICA	541.69
To	01000405002020	Retirement	946.72
From	01008001001130	Merit	60825.28
To	01000400001100	Salaries	12928.59
To	01000400002010	FICA	989.04
To	01000400002020	Retirement	1728.55
To	01000665001100	Salaries	2780.14
To	01000665002010	FICA	212.68
To	01000665002020	Retirement	371.70
To	01000215001100	Salaries	4631.36
To	01000215002010	FICA	354.30
To	01000215002020	Retirement	619.21
To	01000402001100	Salaries	4400.00
To	01000402002010	FICA	336.60
To	01000402002020	Retirement	588.28
To	01000510001100	Salaries	4239.07
To	01000510002010	FICA	324.29
To	01000510002020	Retirement	566.76
To	01000491001100	Salaries	5263.20
To	01000491002010	FICA	402.63
To	01000491002020	Retirement	703.69
To	01000494001100	Salaries	2858.26
To	01000494002010	FICA	218.66
To	01000494002020	Retirement	382.15

To	01000492001100	Salaries	3460.80
To	01000492002010	FICA	264.75
To	01000492002020	Retirement	462.71

7. Discuss, consider and take any appropriate action regarding approval or ratification of monthly Treasurer Report on Williamson County Finances for August 2016 pursuant to Texas Local Government Code § 114.026.
8. Discuss, consider and take appropriate action on authorizing the disposal of various county assets through auction including (1) Computer, (1) Monitor, (1) Keyboard/Mouse combo, (1) 2007 Silver Dodge Charger, (1) 2008 Black/White Ford Explorer, (1) 2006 Blue Ford Crown Victoria, (2) 2005 Black/White Ford Crown Victoria's, (complete lists attached) pursuant to Tx. Local Gov't code 263.152.
9. Discuss, consider and take appropriate action on authorizing the disposal of various county assets through inter-departmental transfer including (2) Metal Desks, (8) Computers, (6) Scanners, (4) Chairs, (2) File Cabinets, (2) Printers, (1) Fax machine, (1) Cabinet, (1) Table, (4) Phones, (1) Copy Machine, (3) Monitors, (3) Keyboard/Mouse Combo's, (1) Docking Station, (complete list attached) pursuant to Tx. Local Gov't Code 263.152.
10. Discuss, consider and take appropriate action on authorizing the disposal of various county assets through auction including (3) Motorola handheld radios, (1) 2009 Bronze Ford Crown Victoria, (1) 2011 Black/White Ford Crown Victoria (complete lists attached) pursuant to Tx. Local Gov't Code 263.152.
11. To discuss and consider confirming the appointment of Kendrick M. Bankston as Deputy Constable Reserve for Precinct 1
12. Consider accepting a \$100.00 donation for a Memorial Tree planting in Memory of Ronald Eugene Morrison.
13. Receive and acknowledge Work Authorization No. 6 under Williamson County Contract for Engineering Services between PaveTex Engineering and Testing Inc. and Williamson County dated February 10, 2015 for On Call Geotechnical and Lab Testing Services for Williamson County Road and Bridge.
14. Discuss, consider and take appropriate action on approving a US Geological Survey - Validation of Proposed Funding Partners in relation to the Central Texas High Resolution Lidar project that is being coordinated with the Texas Water Development Board.
15. Discuss, consider and take appropriate action on approval of the final plat for the Siena Section 28 subdivision - Pct 4.
16. Discuss, consider and take appropriate action on approval of the final plat for the Griffis subdivision - Pct 4.

## **REGULAR AGENDA**

17. Discuss, consider and take appropriate action acknowledging the hiring of Cassie Ferguson as the Williamson County 4-H & Youth Development Extension Agent.

18. Discuss, consider, and take appropriate action on presentation of Certificate of Award for Williamson County Election's "Outstanding" Voting and Elections website by the League of Women Voters of Texas.
19. Discuss, consider and take appropriate action on appointment of Jack Richards to the ESD #11 Board of Directors with a term to be effective immediately and continuing until December 31, 2017.
20. Discuss, consider and take appropriate action regarding the reappointment of Hartley Sappington to the Bluebonnet Trails Board of Trustees for a period from September 1, 2016 through August 31, 2018.
21. Hear and discuss a final report from the District Attorney's Office on the temporary DNA investigator's review and identification of cases that may have been impacted by certain discrepancies in the FBI database that was published between 1999 and 2001 and by DNA mixture interpretation protocols between 1999 and 2015.
22. Discuss, consider and take appropriate action on the Department of Infrastructure projects and issues update.
23. Discuss, consider, and take any appropriate action regarding Change Order No. 1 in the amount of \$9,660.00 for CR 258, a Road Bond Project in Commissioner Pct. 2.
24. Discuss, consider and take appropriate action on an Easement and Right of Way between Williamson County, Texas, as the grantor, and Oncor Electric Delivery Company LLC, as the grantee, for the installation and relocation of electrical service and facilities to be installed at the Williamson County Landfill.
25. Discuss, consider and take appropriate action on a real estate contract with Douglas C. Buethe and Gail J. Buethe for right of way needed on CR 305. (Parcel 6)
26. Discuss, consider and take appropriate action regarding a proposed Release of Drainage Easement for the CR 119 construction project in consideration of, and contingent upon, the grant of a relocated and replacement Drainage Easement form Ventana Hills, LTD. (Parcel 7)
27. Discuss, consider and take appropriate action on setting a date for a public hearing to change the street name Sea Smoke Cv to Horizon Ridge Cv. Pct 2
28. Discuss, consider and take appropriate action to approve the Tax Collection Agreement between the City of Liberty Hill serving as Agent for Liberty Parke Public Improvement District and the County of Williamson, Texas.
29. Discuss District Clerk Records Management and Preservation Fund (Fund 386).
30. Discuss, consider and take appropriate action on the plan for the funding of the preservation and restoration of the District Clerk's Records Archives for 2016-2017.
31. Discuss, consider and take appropriate action on approving the FY 2017 Williamson County Resolution for the Indigent Defense Grant Program.
32. Discuss, consider and take appropriate action on approving the renewal of the education affiliation agreement between Williamson County EMS and Emergency Management Training and Services.

- 33. Discuss, consider and take appropriate action on approving a 2 year extension beginning January 1, 2017 through December 31, 2018 for James Carmona and Terron Evertson as members of the Williamson County Employee Benefits Committee.
- 34. Discuss, consider and take appropriate action on approving a change in employee benefit deductions from 26 pay periods to 24 pay periods and the application of premiums changed from the end of the pay period to the month prior to coverage.
- 35. Discuss, consider and take appropriate action on creating a P/T Case Manager position for Juvenile Services.

**Fiscal Impact**

<b>From/To</b>	<b>Acct No.</b>	<b>Description</b>	<b>Amount</b>
From	01000576004100	Professional Services	14000
To	01000576001101	Salaries P/T	11568.34
To	01000576002010	FICA	884.98
To	01000576002020	Retirement	1546.68

- 36. Discuss, consider, and take appropriate action on the Interlocal Contract for Next Generation 9-1-1 Database Program for FY 2017 with the Capital Area Emergency Communications District.
- 37. Discuss, consider, and take appropriate action on the acceptance of FEMA DR4223 disaster recovery grant funding. Project Title-WIL038C Driveway Repairs.
- 38. Discuss, consider and take appropriate action on the approval of a contract with Thomson Reuters to provide online research platform services for the Williamson County District Attorney's Office (Account #: 1000642998).
- 39. Discuss, consider and take appropriate action on authorizing Purchasing Agent to advertise and receive bids for Bid# 1609-112, Cement.
- 40. Discuss, consider and take appropriate action on acknowledging the automatic renewal of the Farm Lease (192 Acres) with Nadine Johnson and Jerry Roznovak, on Contract 14RFP00204.
- 41. Discuss, consider and take appropriate action on acknowledging the automatic renewal of the Farm Lease (142.3 Acres) with John and Christy Noren, on Contract 14RFP00205.
- 42. Discuss, consider and take appropriate action on authorizing the renewal of Microsoft Premier Core Maintenance on CO-OP DIR-SDD-1927, for the same terms and conditions, and with an increase in pricing from the existing Contract, for the term of November 1, 2016 - October 31, 2017, with Microsoft Corporation.
- 43. Discuss, consider and take appropriate action on authorizing the renewal of Road Stripping, Contract Number 15IFB104, for the same pricing, terms and conditions as the existing Contract, for the term of January 27, 2017 - January 26, 2018, with DIJ Construction.
- 44. Discuss, consider and take appropriate action on approving the Preventative Maintenance & Service Program Agreement for a Spacesaver System for the term of October 1, 2016 - September 30, 2017.

45. Discuss, consider, and take appropriate action on awarding IFB 1608-107 Cul-De-Sac Fog Seal to Alpha Paving Industries LLC who submitted the only bid, per the recommendation of the Williamson County Road and Bridge Division.

**EXECUTIVE SESSION**

***"The Commissioners Court for Williamson County reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultations with Attorney), 551.072 (Deliberations regarding Real Property), 551.073 (Deliberations regarding Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations regarding Security Devices) and 551.087 (Deliberations regarding Economic Development Negotiations)."***

46. Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087:
- a) Business prospect(s) that may locate or expand within Williamson County.
  - b) Discuss Pearson Road District.
  - c) Discuss North Woods Road District.
  - d) Project Fiji
  - e) Leander Medical Center
  - f) Project Monkey
47. Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)
- A. Real Estate Owned by Third Parties
- 1. Preliminary discussions relating to proposed or potential purchase or lease of property owned by third parties
  - a) Discuss proposed acquisition of property for right-of-way for SH 195
  - b) Discuss proposed acquisition of property for proposed SH 29 project.
  - c) Discuss proposed acquisition of property for SW 183 and SH 29 Loop.
  - d) Discuss possible acquisition of property with endangered species for mitigation purposes.
  - e) Discuss the acquisition of real property: CR 119
  - f) Discuss the acquisition of real property: CR 305
  - g) Discuss the acquisition of real property: CR 111
  - h) Discuss the acquisition of real property for proposed CR 110 project. (All sections)
  - i) Discuss the acquisition of real property: CR 258
  - j) Discuss the acquisition of real property: Inner Loop.
  - k) Discuss the acquisition of real property for County Facilities.
  - l) Discuss the acquisition of real property for DB Wood Rd. (Sneed Loop)
  - m) Discuss the acquisition of Easement interests on CR 240.
  - n) Discuss the acquisition of Easement interests for the Brushy Creek Trail Project.
  - o) Discuss the acquisition of real property: Arterial H
  - p) Discuss the acquisition of easements on the Forest North project.
  - q) Discuss potential acquisition of property located at NEC of Toll 130 and Gattis School Rd.
  - r) Discuss utilities for CR 305 at IH 35 and Reagan at IH35 projects.
  - s) Discuss easement acquisitions from San Gabriel River Ranch Subdivision.
  - t) Discuss options for ingress and egress regarding access to Cedar Hollow Subdivision.
- B. Property or Real Estate owned by Williamson County
- 1). Preliminary discussions relating to proposed or potential sale or lease of property owned by the County
  - a) Discuss County owned real estate containing underground water rights and interests.

- b) Discuss the proposed sale of portion of county property on Inner Loop opposite Maintenance Building.
- c) Discuss possible sale of 183 A excess right of way
- d) Discuss proposed sale of real estate of Blue Springs Blvd
- e) Discuss abandonment of CR359.
- f) Discuss proposed sale of an easement to Enterprise Crude Pipeline LLC.

C. Consider intervention in lawsuit regarding de-listing of Bone Cave harvestman.

48. Discuss pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.), including the following:

- a) Litigation or claims or potential litigation or claims against the County or by the County
- b) Status Update-Pending Cases or Claims;
- c) Civil Action No.1:13- CV- 505, Robert Lloyd v. Lisa Birkman, et al, In The United States District Court for the Western District of Texas, Austin Division
- d) Employee/personnel related matters
- e) Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
- e) Cause No. 15-0064-C277, Gordon v. Dollahite et al, In The District Court of Williamson County, Texas, 277th District
- f) County Road 241 utility and Right-of-Way Issues and matters;
- g) Civil Action No. 1:15-cv-431; *Herman Crisp v. Williamson County, et al*; In the USDC-WD-Austin Division
- h) Carolyn Barnes, et al v. Texas Attorney General, et al; Cause # D-1-GN-15-000877, in the 419<sup>th</sup> Judicial District Court of Travis County
- i) Appeal of IRS Proposed Worker Classification Changes and Proposed Tax Adjustments 2011 -2013; and Payment of Disputed Employment Taxes Pending Appeal
- j) Potential claims and litigation against Volkswagen and Audi related to Volkswagen and Audi emission control systems on diesel engine vehicles in the period 2009 – 2015
- k) Discuss proposed acquisition of property for SW 183 and SH 29 Loop
- l) Claims of Texas Association for Children and Families
- m) Civil Action; American Stewards of Liberty, *et al.* v. Sally Jewell, *et al.*, In the Western District Court, Western District of Texas, Austin Division
- n) Legislative changes to firearms laws and possession of firearms on county property
- o) Civil Action No. A-14-CV-986-DAE, Walter Chad Troutman v. Williamson County and its Sheriff's Department, In The United States District Court For The Western District Of Texas, Austin Division
- p) LCRA's proposed Leander to Round Rock 138k-V Transmission Line Project including but not limited to filing as an intervenor.
- q) Notice of claim and demand of Morgan Lee Roach.
- r) Labor and employment law review of Employee Policy Manual provisions and amendments.
- s) Berry Springs Park and Preserve pipeline
- t) Discuss subrogation claims related to medical claims incurred during the County's contract with Allegiance Benefit Plan Management (TPA).
- u) Discuss requirements related to health benefit plan.
- v) Case No. 1:16-cv-00505-LY, Saturn v. Barnett et al, In The United States District Court For The Western District of Texas-Austin Division
- w) Cause No. 3SC-15-0150, Saturn v. Estate of Billy Maddox et al et al, In The Justice Court, Precinct 3, Williamson County, Texas
- x) Suit for declaratory judgment by the County Attorney's Office on behalf of Emergency Services to challenge the Attorney General's ruling in AG Letter Ruling No. OR2016-14927.
- y) Civil Action No. 1:16-cv-1023 LY, Brian Carrier v. Lt. McKnight, et al, In The United States District Court For The Western District Of Texas, Austin Division

49. Deliberate the appointment, employment, evaluation, reassignment, duties, discipline and/or dismissal of Williamson County officers, directors, employees and/or positions, including but not limited to conducting deliberation and discussion pertaining to annual reviews of department heads and appointed officials (Executive Session as per Tex. Gov. Code Section 551.074 – Personnel Matters).
50. Discuss the deployment or specific occasions for implementation of security personnel or devices in relation to the Williamson County Justice Center (Executive Session as per Texas Gov't. Code § 551.076).

REGULAR AGENDA (continued)

51. Discuss and take appropriate action concerning economic development.
52. Discuss and take appropriate action concerning real estate.
53. Discuss and take appropriate action on pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters, including the following:
  - a) Litigation or claims or potential litigation or claims against the County or by the County
  - b) Status Update-Pending Cases or Claims;
  - c) Civil Action No.1:13- CV- 505, Robert Lloyd v. Lisa Birkman, et al, In The United States District Court for the Western District of Texas, Austin Division
  - d) Employee/personnel related matters
  - e) Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
  - f) Cause No. 15-0064-C277, Gordon v. Dollahite et al, In The District Court of Williamson County, Texas, 277th District
  - g) County Road 241 utility and Right-of-Way Issues and matters;
  - h) Civil Action No. 1:15-cv-431; *Herman Crisp v. Williamson County, et al*; In the USDC-WD-Austin Division
  - i) Carolyn Barnes, et al v. Texas Attorney General, et al; Cause # D-1-GN-15-000877, in the 419<sup>th</sup> Judicial District Court of Travis County
  - j) Discuss, consider and take appropriate action regarding possible appeal of IRS Proposed Worker Classification Changes and Proposed Tax Adjustments 2011 -2013; and approval of payment of disputed employment taxes pending appeal
  - k) Potential claims and litigation against Volkswagen and Audi related to Volkswagen and Audi emission control systems on diesel engine vehicles in the period 2009 – 2015
  - l) Discuss proposed acquisition of property for SW 183 and SH 29 Loop
  - m) Claims of Texas Association for Children and Families
  - n) Civil Action; American Stewards of Liberty, *et al.* v. Sally Jewell, *et al.*, In the Western District Court, Western District of Texas, Austin Division
  - o) Action regarding legislative changes to firearms laws, to include but not be limited to the adoption and implementation of regulations and policies relating to the possession of firearms on and within Williamson County property and facilities.
  - p) Civil Action No. A-14-CV-986-DAE, Walter Chad Troutman v. Williamson County and its Sheriff's Department, In The United States District Court For The Western District Of Texas, Austin Division
  - q) LCRA's proposed Leander to Round Rock 138k-V Transmission Line Project including but not limited to filing as an intervenor.
  - r) Notice of claim and demand of Morgan Lee Roach.
  - s) Berry Springs Park and Preserve pipeline
  - t) Discuss, consider, and take appropriate action regarding the handling, including but not limited to, the negotiating and approval of settlement offers, of subrogation claims related to medical claims incurred during the County's contract with Allegiance Benefit Plan Management (TPA).

- u) Discuss requirements related to health benefit plan.
- v) Case No. 1:16-cv-00505-LY, Saturn v. Barnett et al, In The United States District Court For The Western District of Texas-Austin Division
- w) Cause No. 3SC-15-0150, Saturn v. Estate of Billy Maddox et al et al, In The Justice Court, Precinct 3, Williamson County, Texas
- x) Suit for declaratory judgment by the County Attorney's Office on behalf of Emergency Services to challenge the Attorney General's ruling in AG Letter Ruling No. OR2016-14927.
- y) Civil Action No. 1:16-cv-1023 LY, Brian Carrier v. Lt. McKnight, et al, In The United States District Court For The Western District Of Texas, Austin Division

- 54. Discuss, consider and take appropriate action regarding the appointment, employment, evaluation, reassignment, duties, discipline and/or dismissal of Williamson County officers, directors or employees, including but not limited to any necessary action pertaining to conducting annual reviews of department heads and appointed officials.
  
- 55. Comments from Commissioners.

\_\_\_\_\_  
Dan A. Gattis, County Judge

This notice of meeting was posted in the locked box located on the south side of the Williamson County Courthouse, a place readily accessible to the general public at all times, on the \_\_\_\_\_ day of \_\_\_\_\_, 2016 at \_\_\_\_\_ and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

**Commissioners Court - Regular Session**

**5.**

**Meeting Date:** 10/04/2016

Quartely Merit Line Item Transfers Report

**Submitted For:** Ashlie Koenig

**Submitted By:** Jennifer Templeton, Budget Office

**Department:** Budget Office

**Agenda Category:** Consent

**Information**

**Agenda Item**

Acknowledge and enter into the official minutes of the Commissioners Court the line item transfers from merit pool monies to various departments approved by the Budget Office from July 1st - September 30, 2016.

**Background**

When merit monies were approved by the Court a condition of this line item transfer process was that the Budget Office put the transfer of said monies on the agenda quarterly for the court to review.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Report 4

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Jennifer Templeton

Final Approval Date: 09/21/2016

**Reviewed By**

Wendy Coco

**Date**

09/21/2016 10:34 AM

Started On: 09/20/2016 09:54 AM

Merit Line Item Transfer  
 Summary - Including FICA and Retirement Changes  
 Approved by Williamson County Budget Office  
 Per Commissioner's Court

Fund	Dept	Object	Department Name	To	From
<b>Quarter 1</b>					
0100	8004	001130	EMG SVC DEPT		\$856.44
0100	8004	002010			\$65.52
0100	8004	002020			\$109.65
0100	0587	001100	WIRELESS	\$856.44	
0100	0587	002010		\$65.52	
0100	0587	002020		\$109.65	
0100	8005	001130	HUMAN RESOURCES		\$12,856.49
0100	8005	002010			\$983.52
0100	8005	002020			\$1,645.95
0100	0402	001100	HR	\$12,856.49	
0100	0402	002010		\$983.52	
0100	0402	002020		\$1,645.95	
0100	8005	001130	HUMAN RESOURCES		\$6,500.63
0100	8005	002010			\$497.30
0100	8005	002020			\$832.24
0100	0405	001100	Veterans Srvs	\$6,500.63	
0100	0405	002010		\$497.30	
0100	0405	002020		\$832.24	
0100	8001	001130	COUNTY JUDGE		\$17,645.01
0100	8001	002010			\$1,349.84
0100	8001	002020			\$2,259.00
0100	0400	001100	County Judge	\$17,645.01	
0100	0400	002010		\$1,349.84	
0100	0400	002020		\$2,259.00	
0100	8001	001130	COUNTY JUDGE		\$6,772.80
0100	8001	002010			\$518.12
0100	8001	002020			\$867.09
0100	0400	001100	Budget Office	\$6,772.80	
0100	0400	002010		\$518.12	
0100	0400	002020		\$867.09	
0100	8001	001130	COUNTY JUDGE		\$5,937.63
0100	8001	002010			\$454.23
0100	8001	002020			\$760.17
0100	0215	001100	Infrastructure	\$5,937.63	
0100	0215	002010		\$454.23	
0100	0215	002020		\$760.17	
0100	8001	001130	COUNTY JUDGE		\$5,898.78
0100	8001	002010			\$451.26
0100	8001	002020			\$755.19
0100	0583	001100	Emrg SV Dept	\$5,898.78	
0100	0583	002010		\$451.26	
0100	0583	002020		\$755.19	
0100	8001	001130	COUNTY JUDGE		\$5,455.04
0100	8001	002010			\$417.31
0100	8001	002020			\$698.38
0100	0402	001100	HR	\$5,455.04	
0100	0402	002010		\$417.31	
0100	0402	002020		\$698.38	
0100	8001	001130	COUNTY JUDGE		\$5,513.30
0100	8001	002010			\$421.77
0100	8001	002020			\$705.84
0100	0503	001100	IT	\$5,513.30	
0100	0503	002010		\$421.77	
0100	0503	002020		\$705.84	
0100	8001	001130	COUNTY JUDGE		\$7,139.05
0100	8001	002010			\$546.14
0100	8001	002020			\$913.98
0100	0510	001100	Parks	\$7,139.05	
0100	0510	002010		\$546.14	
0100	0510	002020		\$913.98	
0100	8001	001130	COUNTY JUDGE		\$2,775.01
0100	8001	002010			\$212.29
0100	8001	002020			\$355.27

Merit Line Item Transfer  
 Summary - Including FICA and Retirement Changes  
 Approved by Williamson County Budget Office  
 Per Commissioner's Court

Fund	Dept	Object	Department Name	To	From
0100	0494	001100	Purchasing	\$2,775.01	
0100	0494	002010		\$212.29	
0100	0494	002020		\$355.27	
0100	8001	001130	COUNTY JUDGE		\$2,520.00
0100	8001	002010			\$192.78
0100	8001	002020			\$322.62
0100	0492	001100	Elections	\$2,520.00	
0100	0492	002010		\$192.78	
0100	0492	002020		\$322.62	
0100	8006	001130	Infrastructure		\$38,829.00
0100	8006	002010			\$2,970.42
0100	8006	002020			\$4,971.08
0100	0509	001100	Facilities	\$38,829.00	
0100	0509	002010		\$2,970.42	
0100	0509	002020		\$4,971.08	
0100	8001	001130	COUNTY JUDGE		\$1,871.60
0100	8001	002010			\$143.18
0100	8001	002020			\$239.61
0100	0665	001100	AG Extension	\$1,871.60	
0100	0665	002010		\$143.18	
0100	0665	002020		\$239.61	
0100	8002	001130	COUNTY CLERK		\$11,908.22
0100	8002	002010			\$910.98
0100	8002	002020			\$1,524.55
0100	0403	001100	County Clerk	\$11,908.22	
0100	0403	002010		\$910.98	
0100	0403	002020		\$1,524.55	
0100	8002	001130	COUNTY CLERK		\$20,295.69
0100	8002	002010			\$1,552.62
0100	8002	002020			\$2,598.36
0100	0404	001100	CC Judicial	\$20,295.69	
0100	0404	002010		\$1,552.62	
0100	0404	002020		\$2,598.36	
0100	8003	001130	SHERIFF		\$77,093.73
0100	8003	002010			\$5,897.67
0100	8003	002020			\$9,869.92
0100	0570	001100	County Jail	\$77,093.73	
0100	0570	002010		\$5,897.67	
0100	0570	002020		\$9,869.92	
0100	8004	001130	Emergency Srv Dept		\$3,894.58
0100	8004	002010			\$297.94
0100	8004	002020			\$498.60
0100	0570	001100	WIRELESS	\$3,894.58	
0100	0570	002010		\$297.94	
0100	0570	002020		\$498.60	
0100	8006	001130	Infrastructure		\$4,452.00
0100	8006	002010			\$340.58
0100	8006	002020			\$569.97
0100	0570	001100	Infrastructure	\$4,452.00	
0100	0570	002010		\$340.58	
0100	0570	002020		\$569.97	
0100	8003	001130	SHERIFF		\$82,464.71
0100	8003	002010			\$6,308.55
0100	8003	002020			\$10,557.54
0100	0570	001100	Sheriff	\$82,464.71	
0100	0570	002010		\$6,308.55	
0100	0570	002020		\$10,557.54	
0100	8004	001130	Emergency Srv Dept		\$152,815.76
0100	8004	002010			\$11,690.41
0100	8004	002020			\$19,564.24
0100	0540	001100	EMS	\$152,815.76	
0100	0540	002010		\$11,690.41	
0100	0540	002020		\$19,564.24	
0100	8004	001130	Emergency Srv Dept		\$4,561.88
0100	8004	002010			\$348.98
0100	8004	002020			\$584.03
0100	0541	001100	Emergency Mgmt	\$4,561.88	
0100	0541	002010		\$348.98	
0100	0541	002020		\$584.03	

Merit Line Item Transfer  
 Summary - Including FICA and Retirement Changes  
 Approved by Williamson County Budget Office  
 Per Commissioner's Court

Fund	Dept	Object	Department Name	To	From
0100	8004	001130	Emergency Srv Dept		\$9,205.95
0100	8004	002010			\$704.26
0100	8004	002020			\$1,178.59
0100	0542	001100	Haz Mat	\$9,205.95	
0100	0542	002010		\$704.26	
0100	0542	002020		\$1,178.59	
0100	8004	001130	Emergency Srv Dept		\$6,834.97
0100	8004	002010			\$522.88
0100	8004	002020			\$875.05
0100	0581	001100	911 Comm	\$6,834.97	
0100	0581	002010		\$522.88	
0100	0581	002020		\$875.05	
0100	8004	001130	Emergency Srv Dept		\$4,259.13
0100	8004	002010			\$325.82
0100	8004	002020			\$545.28
0100	0583	001100	Emergency Srv Dept	\$4,259.13	
0100	0583	002010		\$325.82	
0100	0583	002020		\$545.28	
0100	8006	001130	Infrastructure		\$626.59
0100	8006	002010			\$47.93
0100	8006	002020			\$80.22
0100	0570	001100	Infrastructure	\$626.59	
0100	0570	002010		\$47.93	
0100	0570	002020		\$80.22	
0100	8004	001130	Emergency Srv Dept		\$7,332.26
0100	8004	002010			\$560.92
0100	8004	002020			\$938.71
0100	0541	001100	Emergency Mgmt	\$4,561.88	
0100	0541	002010		\$560.92	
0100	0541	002020		\$938.71	
0100	8003	001130	SHERIFF		\$1,187.14
0100	8003	002010			\$90.82
0100	8003	002020			\$151.98
0100	0570	001100	Sheriff	\$1,187.14	
0100	0570	002010		\$90.82	
0100	0570	002020		\$151.98	
0100	8004	001130	Emergency Srv Dept		\$23,000.00
0100	8004	002010			\$1,759.50
0100	8004	002020			\$2,944.58
0100	0341	001100	MOT	\$23,000.00	
0100	0341	002010		\$1,759.50	
0100	0341	002020		\$2,944.58	
0100	8004	001130	Emergency Srv Dept		\$2,998.84
0100	8004	002010			\$229.41
0100	8004	002020			\$383.93
0100	0541	001100	Emergency Mgmt	\$2,998.84	
0100	0541	002010		\$229.41	
0100	0541	002020		\$383.93	
0100	0541	001100	Emergency Mgmt		\$7,332.26
0100	0541	002010			\$560.92
0100	0541	002020			\$938.71
0100	8004	001130	Emergency Srv Dept	\$7,332.26	
0100	8004	002010		\$560.92	
0100	8004	002020		\$938.71	
0100	8004	001130	Emergency Srv Dept		\$23,000.00
0100	8004	002010			\$1,759.50
0100	8004	002020			\$2,944.58
0100	0341	001100	MOT	\$23,000.00	
0100	0341	002010		\$1,759.50	
0100	0341	002020		\$2,944.58	

Merit Line Item Transfer  
 Summary - Including FICA and Retirement Changes  
 Approved by Williamson County Budget Office  
 Per Commissioner's Court

Fund	Dept	Object	Department Name	To	From
0100	8004	001130	HUMAN RESOURCES		\$1,460.00
0100	8004	002010			\$111.69
0100	8004	002020			\$186.92
0100	0402	001100	HR	\$1,460.00	
0100	0402	002010		\$111.69	
0100	0402	002020		\$186.92	
0100	8003	001130	SHERIFF		\$1,600.00
0100	8003	002010			\$122.40
0100	8003	002020			\$204.84
0100	0570	001100	Sheriff	\$1,600.00	
0100	0570	002010		\$122.40	
0100	0570	002020		\$204.84	
<b>Quarter 2</b>					
0100	8001	001130	COUNTY JUDGE		\$962.88
0100	8001	002010			\$73.66
0100	8001	002020			\$123.27
0100	0400	001100	COUNTY JUDGE	\$962.88	
0100	0400	002010		\$73.66	
0100	0400	002020		\$123.27	
0100	8001	001130	Emergency Srv Dept		\$7,338.19
0100	8001	002010			\$561.37
0100	8001	002020			\$939.47
0100	0400	001100	EMERGENCY Mgmt	\$7,338.19	
0100	0400	002010		\$561.37	
0100	0400	002020		\$939.47	
0100	8003	001130	SHERIFF		\$4,866.00
0100	8003	002010			\$372.25
0100	8003	002020			\$622.97
0100	0560	001100	Sheriff	\$4,866.00	
0100	0560	002010		\$372.25	
0100	0560	002020		\$622.97	
0100	8003	001130	SHERIFF		\$3,559.00
0100	8003	002010			\$272.26
0100	8003	002020			\$455.64
0100	0570	001100	JAIL	\$3,559.00	
0100	0570	002010		\$272.26	
0100	0570	002020		\$455.64	
0100	8003	001130	SHERIFF		\$3,366.00
0100	8003	002010			\$257.50
0100	8003	002020			\$430.93
0100	0570	001100	JAIL	\$3,559.00	
0100	0570	002010		\$257.50	
0100	0570	002020		\$430.93	
0100	8005	001130	HUMAN RESOURCES		\$1,267.60
0100	8005	002010			\$96.97
0100	8005	002020			\$162.28
0100	0402	001100	HR	\$1,267.60	
0100	0402	002010		\$96.97	
0100	0402	002020		\$162.28	
<b>Quarter 3</b>					
0100	8004	001130	Emergency Srv Dept		\$22,248.22
0100	8004	002010			\$1,701.99
0100	8004	002020			\$2,848.33
0100	0581	001100	911 Comm	\$22,248.22	
0100	0581	002010		\$1,701.99	
0100	0581	002020		\$2,848.33	
0100	8003	001130	SHERIFF		\$2,566.00
0100	8003	002010			\$196.30
0100	8003	002020			\$328.51
0100	0570	001100	JAIL	\$2,566.00	
0100	0570	002010		\$196.30	
0100	0570	002020		\$328.51	
<b>Quarter 4</b>					
0100	8003	001130	SHERIFF		\$1,129.00
0100	8003	002010			\$86.37
0100	8003	002020			\$144.54
0100	0560	001100	SO	\$1,129.00	
0100	0560	002010		\$86.37	
0100	0560	002020		\$144.54	

**Commissioners Court - Regular Session**

6.

**Meeting Date:** 10/04/2016

Compensation Items

**Submitted By:** Tara Raymore, Human Resources**Department:** Human Resources**Agenda Category:** Consent**Information****Agenda Item**

Discuss, consider and take appropriate action on approving compensation changes, position titles changes, position grade changes and any corresponding line item transfers.

**Background**

See attached documents for details.

**Fiscal Impact**

<b>From/To</b>	<b>Acct No.</b>	<b>Description</b>	<b>Amount</b>
From	01008002001130	Merit	41261.20
To	01000403001100	Salaries	11529.40
To	01000403002010	FICA	882.00
To	01000403002020	Retirement	1541.88
To	01000404001100	Salaries	22564.80
To	01000404002010	FICA	1726.21
To	01000404002020	Retirement	3016.91
From	01008003001130	Merit	153544.58
To	01000560001100	Salaries	66511.96
To	0100560002010	FICA	5088.16
To	01000560002020	Retirement	8892.65
To	01000570001100	Salaries	60363.42
To	01000570002010	FICA	4617.80
To	01000570002020	Retirement	8070.59
From	01008006001130	Merit	51173.99
To	01000509001100	Salaries	40545.56
To	01000509002010	FICA	3101.74
To	01000509002020	Retirement	5420.94
To	01000215001100	Salaries	1740.00
To	01000215002010	FICA	133.11
To	01000215002020	Retirement	232.64
From	01008005001130	Merit	30078.52
To	01000402001100	Salaries	17773.22
To	01000402002010	FICA	1359.65
To	01000402002020	Retirement	2376.28

To	01000405001100	Salaries	7080.95
To	01000405002010	FICA	541.69
To	01000405002020	Retirement	946.72
From	01008001001130	Merit	60825.28
To	01000400001100	Salaries	12928.59
To	01000400002010	FICA	989.04
To	01000400002020	Retirement	1728.55
To	01000665001100	Salaries	2780.14
To	01000665002010	FICA	212.68
To	01000665002020	Retirement	371.70
To	01000215001100	Salaries	4631.36
To	01000215002010	FICA	354.30
To	01000215002020	Retirement	619.21
To	01000402001100	Salaries	4400.00
To	01000402002010	FICA	336.60
To	01000402002020	Retirement	588.28
To	01000510001100	Salaries	4239.07
To	01000510002010	FICA	324.29
To	01000510002020	Retirement	566.76
To	01000491001100	Salaries	5263.20
To	01000491002010	FICA	402.63
To	01000491002020	Retirement	703.69
To	01000494001100	Salaries	2858.26
To	01000494002010	FICA	218.66
To	01000494002020	Retirement	382.15
To	01000492001100	Salaries	3460.80
To	01000492002010	FICA	264.75
To	01000492002020	Retirement	462.71

### Attachments

[Comp Items](#)

[Merit List](#)

### Form Review

**Inbox**

County Judge Exec Asst.

Form Started By: Tara Raymore

Final Approval Date: 09/29/2016

**Reviewed By**

Wendy Coco

**Date**

09/29/2016 02:17 PM

Started On: 09/28/2016 03:58 PM

Department	PCN	EE ID	Account Number	Budget Amount	Requested	Increase Amount	% Increase	Reason for Change	Salaries From	Oracle Effective Date
MOT	1639		0100-0341-001100	\$40,758.41	\$50,703.64	\$9,945.23	24.40%	Title Change/Grade Change Only: from COEHP Case Manager Grant to Community Medical Provider Grade Change from B.23 to B.28	Unallocated 001100	10/7/2016
911	0143	Vacant	0100-0581-001100	34,109.07	34,109.07	\$0.00	0.00%	Title Change Only From Dispatcher 1 to TCO-Trainee	Unallocated 001100	10/7/2016
911	0147	Vacant	0100-0581-001100	34,109.07	34,109.07	\$0.00	0.00%	Title Change Only from Dispatcher 1 to TCO-Trainee Change	Unallocated 001100	10/7/2016
911	0127	Vacant	0100-0581-001100	34,109.07	\$35,830.76	\$1,721.69	5.05%	Title Change TCO-II to TCO-I Change Grade 22 to Grade 21	Unallocated 001100	10/7/2016
911	0154	Vacant	0100-0581-001100	34,109.07	\$35,830.76	\$1,721.69	5.05%	Title Change TCO-II to TCO-I Change Grade 22 to Grade 21	Unallocated 001100	10/7/2016
911	0148	Vacant	0100-0581-001100	\$38,896.00	\$35,830.76	(\$3,065.24)	-7.88%	Title Change TCO-II to TCO-I Change Grade 22 to Grade 21	Unallocated 001100	10/7/2016
911	0142	Vacant	0100-0581-001100	\$37,641.84	\$35,830.76	(\$1,811.08)	-4.81%	Title Change TCO-II to TCO-I Change Grade 22 to Grade 21	Unallocated 001100	10/7/2016
911	0121	Vacant	0100-0581-001100	\$37,641.84	\$35,830.76	(\$1,811.08)	-4.81%	Title Change TCO-II to TCO-I Change Grade 22 to Grade 21	Unallocated 001100	10/7/2016
911	0146	Vacant	0100-0581-001100	\$38,365.60	\$35,830.76	(\$2,534.84)	-6.61%	Title Change TCO-II to TCO-I Change Grade 22 to Grade 21	Unallocated 001100	10/7/2016

PCN POSITION R	Employee Number	DEPARTMENT NAME	CURRENT SALARY	Merit Percentage	Requested Salary	HR Approved Salary	Merit Salary Amount	Lump Sum Merit	Merit Total	Effective Date
98	13332	26th District	\$95,417.09	3.00%	\$98,279.66	\$98,279.66	\$2,862.51	\$0.00	\$2,862.51	10/7/2016
11	12701	26th District	\$66,551.16	5.00%	\$69,878.72	\$66,551.16	\$0.00	\$3,327.56	\$3,327.56	10/7/2016
		<b>26th District Total</b>							<b>\$6,190.07</b>	
101	10798	277th District	\$98,279.58	4.00%	\$102,210.83	\$102,210.83	\$3,931.19	\$0.00	\$3,931.19	10/7/2016
100	706	277th District	\$72,800.00	4.00%	\$75,712.00	\$73,465.34	\$665.34	\$2,246.66	\$2,912.00	10/7/2016
		<b>277th District Total</b>							<b>\$6,843.19</b>	
104	12951	368th District	\$98,279.58	4.00%	\$102,210.77	\$102,210.83	\$3,931.25	\$0.00	\$3,931.25	10/7/2016
103	12953	368th District	\$66,551.16	4.00%	\$69,213.21	\$66,551.16	\$0.00	\$2,662.05	\$2,662.05	10/7/2016
		<b>368th District Total</b>							<b>\$6,593.30</b>	
107	13832	395th District	\$98,279.58	4.00%	\$102,210.83	\$102,210.83	\$3,931.19	\$0.00	\$3,931.19	10/7/2016
106	1884	395th District	\$73,465.08	4.00%	\$76,403.68	\$73,465.34	\$0.26	\$2,938.34	\$2,938.60	10/7/2016
		<b>395th District Total</b>							<b>\$6,869.79</b>	
109	12743	425th District	\$66,551.16	5.00%	\$69,878.72	\$66,551.16	\$0.00	\$3,327.56	\$3,327.56	10/7/2016
		<b>425th District Total</b>							<b>\$3,327.56</b>	
114	12546	911 Addressing Grant	\$46,319.52	3.75%	\$48,056.50		\$1,736.98		\$1,736.98	10/7/2016
113	11407	911 Addressing Grant	\$53,577.16	4.25%	\$55,854.19		\$2,277.03		\$2,277.03	10/7/2016
		<b>911 Addressing Grant Total</b>							<b>\$4,014.01</b>	
115	4580	911 Communications	\$57,649.28	3.00%	\$59,378.84	\$59,378.84	\$1,729.48	\$0.00	\$1,729.48	10/7/2016
156	11226	911 Communications	\$46,346.56	5.00%	\$48,663.95	\$48,663.95	\$2,317.33	\$0.00	\$2,317.33	10/7/2016
162	11049	911 Communications	\$55,677.86	3.00%	\$57,348.23	\$57,348.23	\$1,670.34	\$0.00	\$1,670.34	10/7/2016
160	10358	911 Communications	\$55,961.57	3.00%	\$57,640.44	\$57,640.44	\$1,678.85	\$0.00	\$1,678.85	10/7/2016
118	3129	911 Communications	\$65,977.60	4.00%	\$68,616.70	\$68,616.70	\$2,639.10	\$0.00	\$2,639.10	10/7/2016
166	10873	911 Communications	\$79,191.58	5.00%	\$83,151.16	\$83,151.16	\$3,959.58	\$0.00	\$3,959.58	10/7/2016
169	5461	911 Communications	\$53,476.80	5.00%	\$56,150.64	\$56,150.64	\$2,673.84	\$0.00	\$2,673.84	10/7/2016
119	2966	911 Communications	\$103,218.44	3.00%	\$106,314.99	\$106,314.99	\$3,096.55	\$0.00	\$3,096.55	10/7/2016
164	12774	911 Communications	\$46,571.82	3.00%	\$47,968.98	\$47,968.98	\$1,397.15	\$0.00	\$1,397.15	10/7/2016
165	11480	911 Communications	\$65,293.28	3.00%	\$67,252.08	\$67,252.08	\$1,958.80	\$0.00	\$1,958.80	10/7/2016
167	2493	911 Communications	\$82,731.22	3.00%	\$85,213.16	\$85,213.16	\$2,481.94	\$0.00	\$2,481.94	10/7/2016
172	10377	911 Communications	\$52,187.20	3.00%	\$53,752.82	\$53,752.82	\$1,565.62	\$0.00	\$1,565.62	10/7/2016
173	4785	911 Communications	\$52,448.24	3.00%	\$54,021.69	\$54,021.69	\$1,573.45	\$0.00	\$1,573.45	10/7/2016
176	10263	911 Communications	\$50,668.80	3.00%	\$52,188.86	\$52,188.86	\$1,520.06	\$0.00	\$1,520.06	10/7/2016
168	4107	911 Communications	\$57,925.30	4.00%	\$60,242.22	\$60,242.22	\$2,317.01	\$0.00	\$2,317.01	10/7/2016
163	10794	911 Communications	\$54,586.27	3.00%	\$56,223.77	\$56,223.77	\$1,637.59	\$0.00	\$1,637.59	10/7/2016
171	11210	911 Communications	\$56,925.02	3.00%	\$58,632.69	\$58,632.69	\$1,707.75	\$0.00	\$1,707.75	10/7/2016
174	4495	911 Communications	\$50,920.69	3.00%	\$52,448.22	\$52,448.22	\$1,527.62	\$0.00	\$1,527.62	10/7/2016
		<b>911 Communications Total</b>							<b>\$37,452.05</b>	
206	11209	Animal Services	\$27,996.59	4.00%	\$29,116.37	\$29,116.37	\$1,119.86	\$0.00	\$1,119.86	10/7/2016
207	13454	Animal Services	\$24,894.69	4.00%	\$25,890.48	\$25,890.48	\$995.79	\$0.00	\$995.79	10/7/2016
209	11199	Animal Services	\$85,766.72	4.00%	\$89,197.39	\$89,197.39	\$3,430.67	\$0.00	\$3,430.67	10/7/2016
192	13230	Animal Services	\$29,256.45	4.50%	\$30,573.10	\$30,573.10	\$1,316.54	\$0.00	\$1,316.54	10/7/2016
193	12232	Animal Services	\$31,345.60	4.50%	\$32,756.15	\$32,756.15	\$1,410.55	\$0.00	\$1,410.55	10/7/2016
194	13456	Animal Services	\$29,295.76	4.50%	\$30,614.11	\$30,614.11	\$1,318.31	\$0.00	\$1,318.31	10/7/2016
204	11163	Animal Services	\$26,787.07	4.50%	\$27,992.58	\$27,992.58	\$1,205.42	\$0.00	\$1,205.42	10/7/2016
208	13263	Animal Services	\$25,015.54	4.50%	\$26,141.24	\$26,141.24	\$1,125.70	\$0.00	\$1,125.70	10/7/2016
211	13316	Animal Services	\$43,021.42	4.70%	\$45,043.43	\$45,043.43	\$2,022.01	\$0.00	\$2,022.01	10/7/2016
203	13667	Animal Services	\$24,169.60	5.00%	\$25,378.08	\$25,378.08	\$1,208.48	\$0.00	\$1,208.48	10/7/2016

PCN POSITION NB R	Employee Number	DEPARTMENT NAME	CURRENT SALARY	Merit Percentage	Requested Salary	HR Approved Salary	Merit Salary Amount	Lump Sum Merit	Merit Total	Effective Date
210	12679	Animal Services	\$44,511.48	5.00%	\$46,737.05	\$46,737.05	\$2,225.57	\$0.00	\$2,225.57	10/7/2016
212	11176	Animal Services	\$52,360.26	5.00%	\$54,978.33	\$54,978.33	\$2,618.02	\$0.00	\$2,618.02	10/7/2016
215	13761	Animal Services	\$30,908.80	5.00%	\$32,454.24	\$32,454.24	\$1,545.44	\$0.00	\$1,545.44	10/7/2016
1752	13387	Animal Services	\$32,145.15	5.00%	\$33,752.41	\$33,752.41	\$1,607.26	\$0.00	\$1,607.26	10/7/2016
		<b>Animal Services Total</b>							<b>\$23,149.62</b>	
1758	13324	Animal Services Donation	\$25,022.40	4.00%	\$26,148.41	\$26,023.30	\$1,000.90	\$0.00	\$1,000.90	10/7/2016
		<b>Animal Services Donation Total</b>							<b>\$1,000.90</b>	
221	13072	Budget Office	\$58,196.58	3.00%	\$59,942.48	\$59,942.48	\$1,745.90	\$0.00	\$1,745.90	10/7/2016
222	4765	Budget Office	\$117,243.36	3.00%	\$120,760.66	\$120,760.66	\$3,517.30	\$0.00	\$3,517.30	10/7/2016
		<b>Budget Office Total</b>							<b>\$5,263.20</b>	
232	10097	Building Maintenance	\$35,787.02	2.79%	\$36,787.13	\$36,787.13	\$1,000.11	\$0.00	\$1,000.11	10/7/2016
230	5013	Building Maintenance	\$48,386.42	2.50%	\$49,595.50	\$49,595.50	\$1,209.08	\$0.00	\$1,209.08	10/7/2016
235	13465	Building Maintenance	\$31,603.10	3.16%	\$32,603.19	\$32,603.19	\$1,000.09	\$0.00	\$1,000.09	10/7/2016
1724	13360	Building Maintenance	\$61,007.86	3.50%	\$63,142.92	\$63,142.92	\$2,135.06	\$0.00	\$2,135.06	10/7/2016
246	4507	Building Maintenance	\$49,167.46	0.05%	\$51,625.89	\$49,414.04	\$246.58	\$0.00	\$246.58	10/7/2016
236	13361	Building Maintenance	\$36,049.94	3.50%	\$37,311.75	\$37,311.75	\$1,261.75	\$0.00	\$1,261.75	10/7/2016
225	13440	Building Maintenance	\$37,199.97	2.69%	\$38,200.01	\$38,200.01	\$1,000.04	\$0.00	\$1,000.04	10/7/2016
240	11311	Building Maintenance	\$34,111.38	2.93%	\$35,111.40	\$35,111.40	\$1,000.02	\$0.00	\$1,000.02	10/7/2016
237	5630	Building Maintenance	\$36,179.31	2.76%	\$37,179.33	\$37,179.33	\$1,000.02	\$0.00	\$1,000.02	10/7/2016
223	12965	Building Maintenance	\$66,799.98	2.99%	\$68,799.98	\$68,799.98	\$2,000.00	\$0.00	\$2,000.00	10/7/2016
227	12676	Building Maintenance	\$41,600.00	3.61%	\$43,100.00	\$43,100.00	\$1,500.00	\$0.00	\$1,500.00	10/7/2016
228	5038	Building Maintenance	\$58,069.96	3.50%	\$60,101.96	\$60,101.96	\$2,032.00	\$0.00	\$2,032.00	10/7/2016
238	13208	Building Maintenance	\$33,243.18	3.01%	\$34,243.18	\$34,243.18	\$1,000.00	\$0.00	\$1,000.00	10/7/2016
243	12279	Building Maintenance	\$81,940.04	4.88%	\$85,940.04	\$85,940.04	\$4,000.00	\$0.00	\$4,000.00	10/7/2016
245	11010	Building Maintenance	\$112,447.14	2.31%	\$115,047.14	\$115,047.14	\$2,600.00	\$0.00	\$2,600.00	10/7/2016
1630	4673	Building Maintenance	\$57,119.92	3.50%	\$59,119.92	\$59,119.92	\$2,000.00	\$0.00	\$2,000.00	10/7/2016
1725	13445	Building Maintenance	\$66,623.18	2.50%	\$68,288.18	\$68,288.18	\$1,665.00	\$0.00	\$1,665.00	10/7/2016
242	13156	Building Maintenance	\$33,103.20	3.50%	\$34,261.18	\$34,261.18	\$1,157.98	\$0.00	\$1,157.98	10/7/2016
231	3713	Building Maintenance	\$51,024.27	3.50%	\$52,809.25	\$52,809.25	\$1,784.98	\$0.00	\$1,784.98	10/7/2016
233	5874	Building Maintenance	\$36,276.03	2.76%	\$37,275.99	\$37,275.99	\$999.96	\$0.00	\$999.96	10/7/2016
239	13503	Building Maintenance	\$31,908.86	3.13%	\$32,908.80	\$32,908.80	\$999.94	\$0.00	\$999.94	10/7/2016
234	13369	Building Maintenance	\$31,903.25	5.00%	\$33,498.34	\$33,498.34	\$1,595.10	\$0.00	\$1,595.10	10/7/2016
241	13018	Building Maintenance	\$33,343.23	5.00%	\$35,010.33	\$35,010.33	\$1,667.10	\$0.00	\$1,667.10	10/7/2016
229	12460	Building Maintenance	\$35,429.47	2.82%	\$36,429.41	\$36,429.41	\$999.94	\$0.00	\$999.94	10/7/2016
244	13462	Building Maintenance	\$50,733.49	3.50%	\$52,508.40	\$52,508.40	\$1,774.91	\$0.00	\$1,774.91	10/7/2016
247	3788	Building Maintenance	\$50,225.55	2.50%	\$51,480.45	\$51,480.45	\$1,254.90	\$0.00	\$1,254.90	10/7/2016
		<b>Building Maintenance Total</b>							<b>\$38,884.55</b>	
248	10221	Cedar Park	\$37,080.16	4.00%	\$38,563.47	\$38,563.47	\$1,483.21	\$0.00	\$1,483.21	10/7/2016
		<b>Cedar Park Total</b>							<b>\$1,483.21</b>	
251	3592	Commissioner 1 - admin	\$59,924.80	4.00%	\$62,321.79	\$62,321.79	\$2,396.99	\$0.00	\$2,396.99	10/7/2016
252	10267	Commissioner 1 - admin	\$41,392.78	4.00%	\$43,048.49	\$43,048.49	\$1,655.71	\$0.00	\$1,655.71	10/7/2016
		<b>Commissioner 1 - admin Total</b>							<b>\$4,052.70</b>	
254	5354	Commissioner 2 - admin	\$72,921.16	5.00%	\$76,567.22	\$73,465.34	\$544.18	\$3,101.88	\$3,646.06	10/7/2016
		<b>Commissioner 2 - admin Total</b>							<b>\$3,646.06</b>	
257	11283	Commissioner 3 - admin	\$57,043.74	5.00%	\$59,895.93	\$59,895.93	\$2,852.19	\$0.00	\$2,852.19	10/7/2016
258	12716	Commissioner 3 - admin	\$38,183.60	5.00%	\$40,092.78	\$40,092.78	\$1,909.18	\$0.00	\$1,909.18	10/7/2016

PCN POSITIONNB R	Employee Number	DEPARTMENT NAME	CURRENT SALARY	Merit Percentage	Requested Salary	HR Approved Salary	Merit Salary Amount	Lump Sum Merit	Merit Total	Effective Date
		<b>Commissioner 3 - admin Total</b>							<b>\$4,761.37</b>	
263	13446	Constables 1	\$35,306.75	4.00%	\$36,719.02	\$36,719.02	\$1,412.27	\$0.00	\$1,412.27	10/7/2016
273	13591	Constables 1	\$34,278.40	4.00%	\$35,649.54	\$35,649.54	\$1,371.14	\$0.00	\$1,371.14	10/7/2016
274	12945	Constables 1	\$36,310.14	4.00%	\$37,762.48	\$37,762.48	\$1,452.40	\$0.00	\$1,452.40	10/7/2016
		<b>Constables 1 Total</b>							<b>\$4,235.81</b>	
286	11958	Constables 2	\$36,515.23	5.00%	\$38,340.97	\$38,340.97	\$1,825.76	\$0.00	\$1,825.76	10/7/2016
287	10974	Constables 2	\$37,518.42	5.00%	\$39,394.29	\$39,394.29	\$1,875.92	\$0.00	\$1,875.92	10/7/2016
		<b>Constables 2 Total</b>							<b>\$3,701.68</b>	
300	12424	Constables 3	\$36,429.12	5.00%	\$38,250.58	\$38,250.58	\$1,821.46	\$0.00	\$1,821.46	10/7/2016
301	13093	Constables 3	\$36,429.12	5.00%	\$38,250.58	\$38,250.58	\$1,821.46	\$0.00	\$1,821.46	10/7/2016
		<b>Constables 3 Total</b>							<b>\$3,642.91</b>	
312	4440	Constables 4	\$38,289.47	4.00%	\$39,821.05	\$39,821.05	\$1,531.58	\$0.00	\$1,531.58	10/7/2016
313	11436	Constables 4	\$36,681.84	2.00%	\$37,415.46	\$37,415.46	\$733.64	\$0.00	\$733.64	10/7/2016
302	10871	Constables 4	\$33,452.22	2.00%	\$34,121.16	\$34,121.16	\$669.04	\$0.00	\$669.04	10/7/2016
		<b>Constables 4 Total</b>							<b>\$2,934.26</b>	
587	10902	Corrections	\$38,302.37	5.00%	\$40,217.57	\$40,217.57	\$1,915.12	\$0.00	\$1,915.12	10/7/2016
317	11947	Corrections	\$31,934.66	5.00%	\$33,531.45	\$33,531.45	\$1,596.74	\$0.00	\$1,596.74	10/7/2016
326	11772	Corrections	\$31,934.66	5.00%	\$33,531.45	\$33,531.45	\$1,596.74	\$0.00	\$1,596.74	10/7/2016
359	11451	Corrections	\$36,131.06	5.00%	\$37,937.67	\$37,937.67	\$1,806.56	\$0.00	\$1,806.56	10/7/2016
376	10936	Corrections	\$36,131.06	5.00%	\$37,937.67	\$37,937.67	\$1,806.56	\$0.00	\$1,806.56	10/7/2016
378	12824	Corrections	\$33,407.09	5.00%	\$35,077.51	\$35,077.51	\$1,670.36	\$0.00	\$1,670.36	10/7/2016
381	12837	Corrections	\$33,407.09	5.00%	\$35,077.51	\$35,077.51	\$1,670.36	\$0.00	\$1,670.36	10/7/2016
590	13022	Corrections	\$35,429.89	5.00%	\$37,201.45	\$37,201.45	\$1,771.50	\$0.00	\$1,771.50	10/7/2016
357	13617	Corrections	\$30,301.23	5.00%	\$31,816.36	\$31,816.36	\$1,515.06	\$0.00	\$1,515.06	10/7/2016
358	13579	Corrections	\$30,301.23	5.00%	\$31,816.36	\$31,816.36	\$1,515.06	\$0.00	\$1,515.06	10/7/2016
362	13548	Corrections	\$30,301.23	5.00%	\$31,816.36	\$31,816.36	\$1,515.06	\$0.00	\$1,515.06	10/7/2016
364	13485	Corrections	\$30,301.23	5.00%	\$31,816.36	\$31,816.36	\$1,515.06	\$0.00	\$1,515.06	10/7/2016
366	12591	Corrections	\$31,816.30	5.00%	\$33,407.18	\$33,407.18	\$1,590.82	\$0.00	\$1,590.82	10/7/2016
377	13502	Corrections	\$30,301.23	5.00%	\$31,816.36	\$31,816.36	\$1,515.06	\$0.00	\$1,515.06	10/7/2016
1735	13609	Corrections	\$30,301.23	5.00%	\$31,816.36	\$31,816.36	\$1,515.06	\$0.00	\$1,515.06	10/7/2016
1737	13322	Corrections	\$31,816.30	5.00%	\$33,407.18	\$33,407.18	\$1,590.82	\$0.00	\$1,590.82	10/7/2016
583	4464	Corrections	\$54,591.26	5.00%	\$57,320.87	\$54,591.42	\$0.16	\$2,729.45	\$2,729.61	10/7/2016
588	10878	Corrections	\$38,309.44	5.00%	\$40,224.96	\$40,224.96	\$1,915.47	\$0.00	\$1,915.47	10/7/2016
589	10230	Corrections	\$38,309.44	5.00%	\$40,224.96	\$40,224.96	\$1,915.47	\$0.00	\$1,915.47	10/7/2016
327	12602	Corrections	\$30,566.02	5.00%	\$32,094.36	\$32,094.36	\$1,528.30	\$0.00	\$1,528.30	10/7/2016
328	12487	Corrections	\$30,566.02	5.00%	\$32,094.36	\$32,094.36	\$1,528.30	\$0.00	\$1,528.30	10/7/2016
331	12090	Corrections	\$30,566.02	5.00%	\$32,094.36	\$32,094.36	\$1,528.30	\$0.00	\$1,528.30	10/7/2016
334	12681	Corrections	\$30,566.02	5.00%	\$32,094.36	\$32,094.36	\$1,528.30	\$0.00	\$1,528.30	10/7/2016
361	13682	Corrections	\$29,418.69	5.00%	\$30,889.67	\$30,889.67	\$1,470.94	\$0.00	\$1,470.94	10/7/2016
375	13768	Corrections	\$29,418.69	3.00%	\$30,301.29	\$30,301.29	\$882.56	\$0.00	\$882.56	10/7/2016
314	3842	Corrections	\$40,533.58	5.00%	\$42,560.31	\$40,533.74	\$0.16	\$2,026.57	\$2,026.72	10/7/2016
320	3978	Corrections	\$38,600.22	5.00%	\$40,530.28	\$38,600.38	\$0.16	\$1,929.90	\$1,930.05	10/7/2016
355	10705	Corrections	\$37,020.05	5.00%	\$38,871.09	\$38,871.09	\$1,851.00	\$0.00	\$1,851.00	10/7/2016
360	10447	Corrections	\$37,020.05	5.00%	\$38,871.09	\$38,871.09	\$1,851.00	\$0.00	\$1,851.00	10/7/2016
363	10130	Corrections	\$37,020.05	5.00%	\$38,871.09	\$38,871.09	\$1,851.00	\$0.00	\$1,851.00	10/7/2016
1736	13294	Corrections	\$29,418.69	5.00%	\$30,889.67	\$30,889.67	\$1,470.94	\$0.00	\$1,470.94	10/7/2016

PCN POSITIONNB R	Employee Number	DEPARTMENT NAME	CURRENT SALARY	Merit Percentage	Requested Salary	HR Approved Salary	Merit Salary Amount	Lump Sum Merit	Merit Total	Effective Date
323	5734	Corrections	\$33,535.01	5.00%	\$35,211.78	\$35,211.78	\$1,676.75	\$0.00	\$1,676.75	10/7/2016
330	5729	Corrections	\$33,535.01	5.00%	\$35,211.78	\$35,211.78	\$1,676.75	\$0.00	\$1,676.75	10/7/2016
338	2431	Corrections	\$116,688.26	5.00%	\$122,522.67	\$122,522.67	\$5,834.41	\$0.00	\$5,834.41	10/7/2016
584	12209	Corrections	\$39,749.22	5.00%	\$41,736.68	\$41,736.68	\$1,987.46	\$0.00	\$1,987.46	10/7/2016
315	10885	Corrections	\$32,716.94	5.00%	\$34,352.77	\$34,352.77	\$1,635.85	\$0.00	\$1,635.85	10/7/2016
316	11026	Corrections	\$32,716.94	5.00%	\$34,352.77	\$34,352.77	\$1,635.85	\$0.00	\$1,635.85	10/7/2016
318	11514	Corrections	\$32,716.94	5.00%	\$34,352.77	\$34,352.77	\$1,635.85	\$0.00	\$1,635.85	10/7/2016
332	11335	Corrections	\$32,716.94	5.00%	\$34,352.77	\$34,352.77	\$1,635.85	\$0.00	\$1,635.85	10/7/2016
335	10846	Corrections	\$32,716.94	5.00%	\$34,352.77	\$34,352.77	\$1,635.85	\$0.00	\$1,635.85	10/7/2016
369	11698	Corrections	\$35,241.86	5.00%	\$37,003.93	\$37,003.93	\$1,762.09	\$0.00	\$1,762.09	10/7/2016
371	10070	Corrections	\$35,257.25	5.00%	\$37,020.09	\$37,020.09	\$1,762.86	\$0.00	\$1,762.86	10/7/2016
586	2752	Corrections	\$47,021.73	5.00%	\$49,372.79	\$47,021.78	\$0.05	\$2,351.01	\$2,351.06	10/7/2016
333	13611	Corrections	\$26,658.11	5.00%	\$27,991.00	\$27,991.00	\$1,332.90	\$0.00	\$1,332.90	10/7/2016
325	13598	Corrections	\$27,457.87	5.00%	\$28,830.72	\$28,830.72	\$1,372.89	\$0.00	\$1,372.89	10/7/2016
585	12715	Corrections	\$37,937.74	5.00%	\$39,834.57	\$39,834.57	\$1,896.88	\$0.00	\$1,896.88	10/7/2016
367	13439	Corrections	\$31,210.40	5.00%	\$32,770.85	\$32,770.85	\$1,560.52	\$0.00	\$1,560.52	10/7/2016
379	13390	Corrections	\$31,210.40	5.00%	\$32,770.85	\$32,770.85	\$1,560.52	\$0.00	\$1,560.52	10/7/2016
1738	13350	Corrections	\$31,210.40	5.00%	\$32,770.85	\$32,770.85	\$1,560.52	\$0.00	\$1,560.52	10/7/2016
356	5735	Corrections	\$37,376.14	5.00%	\$39,244.86	\$39,244.86	\$1,868.80	\$0.00	\$1,868.80	10/7/2016
372	10750	Corrections	\$37,376.14	5.00%	\$39,244.86	\$39,244.86	\$1,868.80	\$0.00	\$1,868.80	10/7/2016
373	10451	Corrections	\$37,376.14	5.00%	\$39,244.86	\$39,244.86	\$1,868.80	\$0.00	\$1,868.80	10/7/2016
365	12322	Corrections	\$33,731.57	5.00%	\$35,418.04	\$35,418.04	\$1,686.57	\$0.00	\$1,686.57	10/7/2016
374	12713	Corrections	\$33,731.57	5.00%	\$35,418.04	\$35,418.04	\$1,686.57	\$0.00	\$1,686.57	10/7/2016
		<b>Corrections Total</b>							<b>\$95,608.35</b>	
20	4683	County Attorney	\$49,392.72	3.00%	\$50,874.61	\$49,414.04	\$21.32	\$1,460.57	\$1,481.89	10/7/2016
19	1997	County Attorney	\$49,413.31	3.00%	\$50,895.80	\$49,414.04	\$0.73	\$1,481.76	\$1,482.49	10/7/2016
22	4496	County Attorney	\$44,574.61	3.00%	\$45,911.93	\$45,911.93	\$1,337.24	\$0.00	\$1,337.24	10/7/2016
15	5039	County Attorney	\$38,751.23	3.00%	\$39,913.81	\$39,913.81	\$1,162.54	\$0.00	\$1,162.54	10/7/2016
18	13689	County Attorney	\$38,628.93	3.00%	\$39,787.84	\$39,787.84	\$1,158.87	\$0.00	\$1,158.87	10/7/2016
25	12981	County Attorney	\$43,528.37	3.00%	\$44,834.26	\$44,834.26	\$1,305.85	\$0.00	\$1,305.85	10/7/2016
21	1725	County Attorney	\$44,757.23	3.00%	\$46,099.99	\$44,761.08	\$3.85	\$1,338.91	\$1,342.76	10/7/2016
23	10977	County Attorney	\$38,816.54	3.00%	\$39,981.06	\$39,981.06	\$1,164.50	\$0.00	\$1,164.50	10/7/2016
36	13344	County Attorney	\$62,460.84	5.00%	\$65,583.88	\$65,583.88	\$3,123.04	\$0.00	\$3,123.04	10/7/2016
24	13388	County Attorney	\$42,262.27	3.00%	\$43,530.14	\$43,530.14	\$1,267.87	\$0.00	\$1,267.87	10/7/2016
26	12733	County Attorney	\$40,243.06	3.00%	\$41,450.35	\$41,450.35	\$1,207.29	\$0.00	\$1,207.29	10/7/2016
27	10099	County Attorney	\$49,217.48	3.00%	\$50,694.00	\$50,694.00	\$1,476.52	\$0.00	\$1,476.52	10/7/2016
28	3381	County Attorney	\$63,097.06	3.00%	\$64,989.97	\$64,989.97	\$1,892.91	\$0.00	\$1,892.91	10/7/2016
29	2273	County Attorney	\$69,920.50	3.00%	\$72,018.12	\$69,926.48	\$5.98	\$2,091.64	\$2,097.62	10/7/2016
32	13698	County Attorney	\$70,580.64	3.00%	\$72,698.06	\$72,698.06	\$2,117.42	\$0.00	\$2,117.42	10/7/2016
34	13818	County Attorney	\$61,854.52	3.00%	\$63,710.16	\$63,710.16	\$1,855.64	\$0.00	\$1,855.64	10/7/2016
35	13666	County Attorney	\$61,854.52	3.00%	\$63,710.16	\$63,710.16	\$1,855.64	\$0.00	\$1,855.64	10/7/2016
38	13501	County Attorney	\$72,083.44	3.00%	\$74,245.94	\$74,245.94	\$2,162.50	\$0.00	\$2,162.50	10/7/2016
39	11284	County Attorney	\$71,662.24	3.00%	\$73,812.11	\$73,812.11	\$2,149.87	\$0.00	\$2,149.87	10/7/2016
40	12961	County Attorney	\$72,083.44	3.00%	\$74,245.94	\$74,245.94	\$2,162.50	\$0.00	\$2,162.50	10/7/2016
41	10637	County Attorney	\$75,283.78	3.00%	\$77,542.29	\$77,542.29	\$2,258.51	\$0.00	\$2,258.51	10/7/2016
42	12826	County Attorney	\$75,283.78	3.00%	\$77,542.29	\$77,542.29	\$2,258.51	\$0.00	\$2,258.51	10/7/2016

PCN POSITIONNB R	Employee Number	DEPARTMENT NAME	CURRENT SALARY	Merit Percentage	Requested Salary	HR Approved Salary	Merit Salary Amount	Lump Sum Merit	Merit Total	Effective Date
43	13512	County Attorney	\$75,283.78	3.00%	\$77,542.29	\$77,542.29	\$2,258.51	\$0.00	\$2,258.51	10/7/2016
44	4843	County Attorney	\$89,648.00	3.00%	\$92,337.44	\$92,337.44	\$2,689.44	\$0.00	\$2,689.44	10/7/2016
45	12161	County Attorney	\$89,078.34	3.00%	\$91,750.69	\$91,750.69	\$2,672.35	\$0.00	\$2,672.35	10/7/2016
46	12203	County Attorney	\$90,294.36	3.00%	\$93,003.19	\$93,003.19	\$2,708.83	\$0.00	\$2,708.83	10/7/2016
47	11740	County Attorney	\$123,180.98	3.00%	\$126,876.41	\$126,876.41	\$3,695.43	\$0.00	\$3,695.43	10/7/2016
50	3817	County Attorney	\$98,409.74	3.00%	\$101,362.03	\$101,362.03	\$2,952.29	\$0.00	\$2,952.29	10/7/2016
66	5585	County Attorney	\$113,261.98	3.00%	\$116,659.84	\$116,659.84	\$3,397.86	\$0.00	\$3,397.86	10/7/2016
67	5624	County Attorney	\$94,278.86	3.00%	\$97,107.23	\$97,107.23	\$2,828.37	\$0.00	\$2,828.37	10/7/2016
938	11849	County Attorney	\$38,621.23	3.00%	\$39,779.87	\$39,779.87	\$1,158.64	\$0.00	\$1,158.64	10/7/2016
961	13437	County Attorney	\$29,471.94	3.00%	\$30,356.09	\$30,356.09	\$884.16	\$0.00	\$884.16	10/7/2016
1191	13664	County Attorney	\$61,866.22	3.00%	\$63,722.21	\$63,722.21	\$1,855.99	\$0.00	\$1,855.99	10/7/2016
1633	13863	County Attorney	\$58,572.80	3.00%	\$60,329.98	\$60,329.98	\$1,757.18	\$0.00	\$1,757.18	10/7/2016
1720	12963	County Attorney	\$57,016.44	3.00%	\$58,726.93	\$58,726.93	\$1,710.49	\$0.00	\$1,710.49	10/7/2016
1721	13697	County Attorney	\$78,792.48	3.00%	\$81,156.25	\$81,156.25	\$2,363.77	\$0.00	\$2,363.77	10/7/2016
1632	13872	County Attorney	\$58,572.80	3.00%	\$60,329.98	\$60,329.98	\$1,757.18	\$0.00	\$1,757.18	10/7/2016
16	13657	County Attorney	\$38,850.03	3.00%	\$40,015.51	\$40,015.51	\$1,165.50	\$0.00	\$1,165.50	10/7/2016
17	13486	County Attorney	\$36,060.34	3.00%	\$37,142.10	\$37,142.10	\$1,081.81	\$0.00	\$1,081.81	10/7/2016
1631	10558	County Attorney	\$38,181.31	3.00%	\$39,326.71	\$39,326.71	\$1,145.44	\$0.00	\$1,145.44	10/7/2016
12	12975	County Attorney	\$34,665.07	3.00%	\$35,704.96	\$35,704.96	\$1,039.95	\$0.00	\$1,039.95	10/7/2016
13	13241	County Attorney	\$34,927.57	3.00%	\$35,975.33	\$35,975.33	\$1,047.83	\$0.00	\$1,047.83	10/7/2016
31	3640	County Attorney	\$42,873.17	3.00%	\$44,159.30	\$44,159.30	\$1,286.19	\$0.00	\$1,286.19	10/7/2016
14	12871	County Attorney	\$37,532.56	3.00%	\$38,658.45	\$38,658.45	\$1,125.97	\$0.00	\$1,125.97	10/7/2016
1718	10145	County Attorney	\$35,132.45	3.00%	\$36,186.31	\$36,186.31	\$1,053.97	\$0.00	\$1,053.97	10/7/2016
		<b>County Attorney Total</b>							<b>\$81,959.13</b>	
630	5098	County Auditor	\$45,001.22	4.00%	\$46,801.35	\$46,801.35	\$1,800.05	\$0.00	\$1,800.05	10/7/2016
648	12969	County Auditor	\$48,026.37	5.00%	\$50,427.77	\$50,427.77	\$2,401.32	\$0.00	\$2,401.32	10/7/2016
649	12887	County Auditor	\$48,492.70	5.00%	\$50,917.38	\$50,917.38	\$2,424.64	\$0.00	\$2,424.64	10/7/2016
1749	13455	County Auditor	\$36,905.65	5.00%	\$38,750.97	\$38,750.97	\$1,845.28	\$0.00	\$1,845.28	10/7/2016
647	13026	County Auditor	\$37,287.54	4.00%	\$38,779.08	\$38,779.08	\$1,491.50	\$0.00	\$1,491.50	10/7/2016
637	12641	County Auditor	\$58,194.76	4.00%	\$60,522.55	\$60,522.55	\$2,327.79	\$0.00	\$2,327.79	10/7/2016
642	11950	County Auditor	\$49,663.64	4.00%	\$51,650.19	\$51,650.19	\$1,986.55	\$0.00	\$1,986.55	10/7/2016
643	13243	County Auditor	\$49,635.04	4.00%	\$51,620.44	\$51,620.44	\$1,985.40	\$0.00	\$1,985.40	10/7/2016
644	12352	County Auditor	\$58,779.50	4.00%	\$61,130.68	\$61,130.68	\$2,351.18	\$0.00	\$2,351.18	10/7/2016
623	10973	County Auditor	\$47,271.64	5.00%	\$49,635.22	\$49,635.22	\$2,363.58	\$0.00	\$2,363.58	10/7/2016
625	12453	County Auditor	\$60,320.00	5.00%	\$63,336.00	\$63,336.00	\$3,016.00	\$0.00	\$3,016.00	10/7/2016
626	12432	County Auditor	\$61,718.80	5.00%	\$64,804.74	\$64,804.74	\$3,085.94	\$0.00	\$3,085.94	10/7/2016
632	12684	County Auditor	\$68,047.98	5.00%	\$71,450.38	\$71,450.38	\$3,402.40	\$0.00	\$3,402.40	10/7/2016
633	11215	County Auditor	\$61,861.80	5.00%	\$64,954.89	\$64,954.89	\$3,093.09	\$0.00	\$3,093.09	10/7/2016
634	11152	County Auditor	\$70,551.00	5.00%	\$74,078.55	\$74,078.55	\$3,527.55	\$0.00	\$3,527.55	10/7/2016
640	5081	County Auditor	\$100,766.12	5.00%	\$105,804.43	\$103,775.36	\$3,009.24	\$2,029.07	\$5,038.31	10/7/2016
641	2645	County Auditor	\$120,323.06	5.00%	\$126,339.21	\$120,323.06	\$0.00	\$6,016.15	\$6,016.15	10/7/2016
646	10279	County Auditor	\$72,100.08	5.00%	\$75,705.08	\$75,705.08	\$3,605.00	\$0.00	\$3,605.00	10/7/2016
635	2611	County Auditor	\$98,794.80	3.00%	\$101,758.64	\$98,794.80	\$2,963.84	\$2,963.84	\$2,963.84	10/7/2016
645	13357	County Auditor	\$57,086.38	3.00%	\$58,798.97	\$58,798.97	\$1,712.59	\$0.00	\$1,712.59	10/7/2016
631	13415	County Auditor	\$37,343.70	4.00%	\$38,837.42	\$38,837.42	\$1,493.75	\$0.00	\$1,493.75	10/7/2016
1750	13318	County Auditor	\$38,090.62	5.00%	\$39,995.09	\$39,995.09	\$1,904.53	\$0.00	\$1,904.53	10/7/2016

PCN POSITION NB R	Employee Number	DEPARTMENT NAME	CURRENT SALARY	Merit Percentage	Requested Salary	HR Approved Salary	Merit Salary Amount	Lump Sum Merit	Merit Total	Effective Date
629	13473	County Auditor	\$36,256.06	4.00%	\$37,706.24	\$37,706.24	\$1,450.24	\$0.00	\$1,450.24	10/7/2016
		<b>County Auditor Total</b>							<b>\$61,286.69</b>	
652	12509	County Clerk	\$55,651.18	5.00%	\$58,433.74	\$58,433.74	\$2,782.56	\$0.00	\$2,782.56	10/7/2016
650	13663	County Clerk	\$30,903.18	1.50%	\$31,366.71	\$31,366.71	\$463.55	\$0.00	\$463.55	10/7/2016
658	13370	County Clerk	\$30,993.25	3.00%	\$31,923.02	\$31,923.02	\$929.80	\$0.00	\$929.80	10/7/2016
657	11466	County Clerk	\$35,787.02	4.00%	\$37,218.48	\$37,218.48	\$1,431.48	\$0.00	\$1,431.48	10/7/2016
651	3163	County Clerk	\$40,513.20	3.00%	\$41,728.51	\$41,728.51	\$1,215.39	\$0.00	\$1,215.39	10/7/2016
655	13813	County Clerk	\$34,000.10	3.00%	\$35,019.99	\$35,019.99	\$1,020.00	\$0.00	\$1,020.00	10/7/2016
656	13187	County Clerk	\$31,513.46	4.00%	\$32,773.89	\$32,773.89	\$1,260.53	\$0.00	\$1,260.53	10/7/2016
		<b>County Clerk Total</b>							<b>\$9,103.31</b>	
663	12830	County Clerk Archives	\$33,289.36	5.00%	\$34,953.87	\$34,953.87	\$1,664.47	\$0.00	\$1,664.47	10/7/2016
664	10593	County Clerk Archives	\$55,987.88	3.00%	\$57,667.52	\$57,667.52	\$1,679.64	\$0.00	\$1,679.64	10/7/2016
660	12287	County Clerk Archives	\$32,152.85	3.00%	\$33,117.41	\$33,117.41	\$964.58	\$0.00	\$964.58	10/7/2016
662	11529	County Clerk Archives	\$35,128.91	3.00%	\$36,182.69	\$36,182.69	\$1,053.86	\$0.00	\$1,053.86	10/7/2016
661	13417	County Clerk Archives	\$31,521.36	1.00%	\$31,836.47	\$31,836.47	\$315.21	\$0.00	\$315.21	10/7/2016
		<b>County Clerk Archives Total</b>							<b>\$5,677.77</b>	
679	12983	County Clerk Judicial	\$33,083.65	4.00%	\$34,407.08	\$34,407.08	\$1,323.35	\$0.00	\$1,323.35	10/7/2016
670	5822	County Clerk Judicial	\$36,516.27	3.00%	\$37,611.82	\$37,611.82	\$1,095.49	\$0.00	\$1,095.49	10/7/2016
683	11304	County Clerk Judicial	\$39,700.54	3.00%	\$40,891.62	\$40,891.62	\$1,191.02	\$0.00	\$1,191.02	10/7/2016
671	13175	County Clerk Judicial	\$32,785.17	3.00%	\$33,768.74	\$33,768.74	\$983.56	\$0.00	\$983.56	10/7/2016
675	12075	County Clerk Judicial	\$37,800.26	3.00%	\$38,934.29	\$38,934.29	\$1,134.01	\$0.00	\$1,134.01	10/7/2016
669	10144	County Clerk Judicial	\$36,516.27	3.00%	\$37,611.76	\$37,611.76	\$1,095.49	\$0.00	\$1,095.49	10/7/2016
673	10529	County Clerk Judicial	\$46,483.63	4.00%	\$48,342.98	\$48,342.98	\$1,859.35	\$0.00	\$1,859.35	10/7/2016
666	12201	County Clerk Judicial	\$51,743.64	5.00%	\$54,330.82	\$54,330.82	\$2,587.18	\$0.00	\$2,587.18	10/7/2016
672	13176	County Clerk Judicial	\$31,611.84	2.00%	\$32,244.08	\$32,244.08	\$632.24	\$0.00	\$632.24	10/7/2016
665	4347	County Clerk Judicial	\$58,123.00	3.00%	\$59,866.69	\$59,866.69	\$1,743.69	\$0.00	\$1,743.69	10/7/2016
676	13418	County Clerk Judicial	\$31,824.00	3.00%	\$32,778.72	\$32,778.72	\$954.72	\$0.00	\$954.72	10/7/2016
678	13692	County Clerk Judicial	\$30,908.80	3.00%	\$31,836.06	\$31,836.06	\$927.26	\$0.00	\$927.26	10/7/2016
667	4248	County Clerk Judicial	\$44,041.71	3.07%	\$45,393.79	\$44,761.08	\$719.37	\$632.71	\$1,352.08	10/7/2016
674	12875	County Clerk Judicial	\$34,096.61	4.00%	\$35,460.45	\$35,460.45	\$1,363.86	\$0.00	\$1,363.86	10/7/2016
682	10402	County Clerk Judicial	\$36,867.38	3.00%	\$37,973.38	\$37,973.38	\$1,106.02	\$0.00	\$1,106.02	10/7/2016
677	13262	County Clerk Judicial	\$33,084.69	1.00%	\$33,415.49	\$33,415.49	\$330.85	\$0.00	\$330.85	10/7/2016
668	13219	County Clerk Judicial	\$31,521.57	1.00%	\$31,836.70	\$31,836.70	\$315.21	\$0.00	\$315.21	10/7/2016
		<b>County Clerk Judicial Total</b>							<b>\$19,995.37</b>	
691	13436	County Clerk Records	\$30,599.92	3.00%	\$31,518.00	\$31,518.00	\$918.00	\$0.00	\$918.00	10/7/2016
695	4382	County Clerk Records	\$44,270.30	3.00%	\$45,598.48	\$45,598.48	\$1,328.11	\$0.00	\$1,328.11	10/7/2016
684	11403	County Clerk Records	\$36,314.93	3.00%	\$37,404.42	\$37,404.42	\$1,089.45	\$0.00	\$1,089.45	10/7/2016
692	12860	County Clerk Records	\$33,596.58	1.50%	\$34,100.52	\$34,100.52	\$503.95	\$0.00	\$503.95	10/7/2016
689	1806	County Clerk Records	\$49,413.94	3.00%	\$50,896.33	\$49,414.04	\$0.10	\$1,482.29	\$1,482.40	10/7/2016
694	13371	County Clerk Records	\$30,993.25	3.00%	\$31,923.02	\$31,923.02	\$929.80	\$0.00	\$929.80	10/7/2016
690	11921	County Clerk Records	\$33,921.89	3.00%	\$34,939.50	\$34,939.50	\$1,017.66	\$0.00	\$1,017.66	10/7/2016
693	11262	County Clerk Records	\$35,104.78	3.00%	\$36,157.84	\$36,157.84	\$1,053.14	\$0.00	\$1,053.14	10/7/2016
		<b>County Clerk Records Total</b>							<b>\$8,322.50</b>	
698	2809	County Court at Law 1	\$95,511.10	3.00%	\$98,376.52	\$98,376.52	\$2,865.34	\$0.00	\$2,865.34	10/7/2016
697	10073	County Court at Law 1	\$67,600.00	3.00%	\$69,628.00	\$69,628.00	\$2,028.00	\$0.00	\$2,028.00	10/7/2016
699	5375	County Court at Law 1	\$40,000.06	3.00%	\$41,200.00	\$41,200.00	\$1,200.00	\$0.00	\$1,200.00	10/7/2016

PCN POSITION NB R	Employee Number	DEPARTMENT NAME	CURRENT SALARY	Merit Percentage	Requested Salary	HR Approved Salary	Merit Salary Amount	Lump Sum Merit	Merit Total	Effective Date
		<b>County Court at Law 1 Total</b>							<b>\$6,093.34</b>	
702	3763	County Court at Law 2	\$94,807.44	1.00%	\$95,755.55	\$95,755.55	\$948.07	\$0.00	\$948.07	10/7/2016
703	10387	County Court at Law 2	\$37,225.34	5.00%	\$39,086.59	\$39,086.59	\$1,861.27	\$0.00	\$1,861.27	10/7/2016
701	13860	County Court at Law 2	\$49,404.94	5.00%	\$51,875.19	\$51,875.19	\$2,470.25	\$0.00	\$2,470.25	10/7/2016
		<b>County Court at Law 2 Total</b>							<b>\$5,279.59</b>	
707	13204	County Court at Law 3	\$36,773.36	5.00%	\$38,612.07	\$38,612.07	\$1,838.67	\$0.00	\$1,838.67	10/21/2016
		<b>County Court at Law 3 Total</b>							<b>\$1,838.67</b>	
709	10608	County Court at Law 4	\$69,680.26	5.00%	\$73,164.27	\$73,164.27	\$3,484.01	\$0.00	\$3,484.01	10/7/2016
711	4267	County Court at Law 4	\$60,069.88	5.00%	\$63,073.37	\$63,073.37	\$3,003.49	\$0.00	\$3,003.49	10/7/2016
710	11416	County Court at Law 4	\$95,444.75	2.50%	\$97,830.79	\$97,830.79	\$2,386.12	\$0.00	\$2,386.12	10/7/2016
		<b>County Court at Law 4 Total</b>							<b>\$8,873.62</b>	
717	10733	County Judge	\$111,042.36	3.00%	\$114,373.63	\$114,373.63	\$3,331.27	\$0.00	\$3,331.27	10/7/2016
719	13014	County Judge	\$82,582.24	3.00%	\$85,059.71	\$85,059.71	\$2,477.47	\$0.00	\$2,477.47	10/7/2016
720	10138	County Judge	\$77,872.08	3.00%	\$80,208.24	\$80,208.24	\$2,336.16	\$0.00	\$2,336.16	10/7/2016
714	10959	County Judge	\$79,497.86	3.48%	\$82,264.39	\$81,067.48	\$1,569.62	\$1,196.91	\$2,766.53	10/7/2016
718	5097	County Judge	\$49,413.94	2.03%	\$50,417.02	\$49,414.04	\$0.10	\$1,002.98	\$1,003.08	10/7/2016
1677	11939	County Judge	\$50,703.90	2.00%	\$51,717.98	\$51,717.98	\$1,014.08	\$0.00	\$1,014.08	10/7/2016
		<b>County Judge Total</b>							<b>\$12,928.59</b>	
725	13867	County Treasurer	\$54,999.88	5.00%	\$57,749.87	\$51,717.98	\$2,749.99	\$0.00	\$2,749.99	10/7/2016
721	13373	County Treasurer	\$32,985.68	2.00%	\$33,645.45	\$51,717.98	\$659.71	\$0.00	\$659.71	10/7/2016
724	13780	County Treasurer	\$32,240.00	3.00%	\$33,207.20	\$51,717.98	\$967.20	\$0.00	\$967.20	10/7/2016
		<b>County Treasurer Total</b>							<b>\$4,376.91</b>	
72	10807	District Attorney	\$90,176.06	5.00%	\$94,684.86	\$51,717.98	\$4,508.80	\$0.00	\$4,508.80	10/7/2016
78	13524	District Attorney	\$37,630.11	5.00%	\$39,511.73	\$51,717.98	\$1,881.51	\$0.00	\$1,881.51	10/7/2016
82	11629	District Attorney	\$39,109.41	5.00%	\$41,064.97	\$51,717.98	\$1,955.47	\$0.00	\$1,955.47	10/7/2016
74	10868	District Attorney	\$50,251.97	5.00%	\$52,764.63	\$51,936.82	\$1,684.85	\$827.81	\$2,512.66	10/7/2016
79	5664	District Attorney	\$37,956.88	5.00%	\$39,854.77	\$40,533.74	\$1,897.85	\$0.00	\$1,897.85	10/7/2016
1754	13054	District Attorney	\$32,993.79	5.00%	\$34,643.53	\$40,533.74	\$1,649.69	\$0.00	\$1,649.69	10/7/2016
54	10898	District Attorney	\$126,335.04	5.00%	\$132,651.79	\$132,651.79	\$6,316.75	\$0.00	\$6,316.75	10/7/2016
60	4694	District Attorney	\$87,178.52	5.00%	\$91,537.45	\$91,537.45	\$4,358.93	\$0.00	\$4,358.93	10/7/2016
70	13852	District Attorney	\$90,297.48	5.00%	\$94,812.35	\$94,812.35	\$4,514.87	\$0.00	\$4,514.87	10/7/2016
83	10467	District Attorney	\$92,563.90	5.00%	\$97,192.10	\$97,192.10	\$4,628.20	\$0.00	\$4,628.20	10/7/2016
86	13681	District Attorney	\$91,601.12	5.00%	\$96,181.18	\$96,181.18	\$4,580.06	\$0.00	\$4,580.06	10/7/2016
1759	13618	District Attorney	\$64,279.02	5.00%	\$67,492.97	\$67,492.97	\$3,213.95	\$0.00	\$3,213.95	10/7/2016
62	13488	District Attorney	\$86,332.22	3.00%	\$88,922.19	\$88,922.19	\$2,589.97	\$0.00	\$2,589.97	10/7/2016
69	12979	District Attorney	\$93,909.14	3.00%	\$96,726.41	\$96,726.41	\$2,817.27	\$0.00	\$2,817.27	10/7/2016
71	3279	District Attorney	\$105,769.56	3.00%	\$108,942.65	\$108,942.65	\$3,173.09	\$0.00	\$3,173.09	10/7/2016
76	3455	District Attorney	\$60,150.48	5.00%	\$63,157.92	\$63,157.92	\$3,007.52	\$0.00	\$3,007.52	10/7/2016
		<b>District Attorney Total</b>							<b>\$53,606.59</b>	
773	11546	Elections	\$42,797.25	3.50%	\$44,295.26	\$44,295.26	\$1,497.91	\$0.00	\$1,497.91	10/7/2016
768	11556	Elections	\$35,626.66	5.00%	\$37,408.05	\$37,408.05	\$1,781.34	\$0.00	\$1,781.34	10/7/2016
774	10177	Elections	\$48,467.12	3.00%	\$49,921.18	\$49,921.18	\$1,454.01	\$0.00	\$1,454.01	10/7/2016
770	13442	Elections	\$86,519.94	4.00%	\$89,980.74	\$89,980.74	\$3,460.80	\$0.00	\$3,460.80	10/7/2016
764	13771	Elections	\$33,280.00	2.75%	\$34,195.20	\$34,195.20	\$915.20	\$0.00	\$915.20	10/7/2016
763	13587	Elections	\$33,207.20	3.00%	\$34,203.42	\$34,203.42	\$996.22	\$0.00	\$996.22	10/7/2016
765	11959	Elections	\$40,996.80	3.00%	\$42,226.70	\$42,226.70	\$1,229.90	\$0.00	\$1,229.90	10/7/2016

PCN POSITIONNB R	Employee Number	DEPARTMENT NAME	CURRENT SALARY	Merit Percentage	Requested Salary	HR Approved Salary	Merit Salary Amount	Lump Sum Merit	Merit Total	Effective Date
766	4052	Elections	\$63,286.08	3.00%	\$65,184.66	\$65,184.66	\$1,898.58	\$0.00	\$1,898.58	10/7/2016
767	13584	Elections	\$41,600.00	3.00%	\$42,848.00	\$42,848.00	\$1,248.00	\$0.00	\$1,248.00	10/7/2016
769	4407	Elections	\$44,852.70	3.00%	\$46,198.22	\$46,198.22	\$1,345.58	\$0.00	\$1,345.58	10/7/2016
772	3902	Elections	\$42,597.98	3.00%	\$43,875.84	\$42,597.88	\$0.00	\$1,277.96	\$1,277.96	10/7/2016
		<b>Elections Total</b>							<b>\$17,105.50</b>	
775	13116	Emergency Management	\$62,973.56	1.50%	\$63,918.16	\$63,918.16	\$944.60	\$0.00	\$944.60	10/7/2016
776	13757	Emergency Management	\$82,203.16	3.00%	\$84,669.25	\$84,669.25	\$2,466.09	\$0.00	\$2,466.09	10/7/2016
777	3857	Emergency Management	\$96,650.06	3.00%	\$99,549.56	\$99,549.56	\$2,899.50	\$0.00	\$2,899.50	10/7/2016
		<b>Emergency Management Total</b>							<b>\$6,310.20</b>	
784	12624	Emergency Medical Services	\$46,745.71	3.00%	\$48,148.02	\$48,148.02	\$1,402.37	\$0.00	\$1,402.37	10/21/2016
836	10714	Emergency Medical Services	\$41,247.23	2.80%	\$42,402.26	\$42,402.26	\$1,154.93	\$0.00	\$1,154.93	10/7/2016
877	2862	Emergency Medical Services	\$47,589.36	2.80%	\$48,921.97	\$48,921.97	\$1,332.50	\$0.00	\$1,332.50	10/7/2016
810	12448	Emergency Medical Services	\$39,322.40	3.00%	\$40,502.18	\$40,502.18	\$1,179.68	\$0.00	\$1,179.68	10/7/2016
816	12356	Emergency Medical Services	\$39,322.40	3.00%	\$40,502.18	\$40,502.18	\$1,179.68	\$0.00	\$1,179.68	10/7/2016
828	12354	Emergency Medical Services	\$39,322.40	3.00%	\$40,502.18	\$40,502.18	\$1,179.68	\$0.00	\$1,179.68	10/7/2016
830	11805	Emergency Medical Services	\$39,322.40	3.00%	\$40,502.18	\$40,502.18	\$1,179.68	\$0.00	\$1,179.68	10/7/2016
876	13270	Emergency Medical Services	\$35,029.90	3.00%	\$36,080.91	\$36,080.91	\$1,050.90	\$0.00	\$1,050.90	10/7/2016
809	13532	Emergency Medical Services	\$47,052.10	3.00%	\$48,463.77	\$48,463.77	\$1,411.57	\$0.00	\$1,411.57	10/7/2016
861	3863	Emergency Medical Services	\$45,564.90	3.00%	\$46,931.93	\$46,931.93	\$1,366.95	\$0.00	\$1,366.95	10/7/2016
808	10716	Emergency Medical Services	\$45,262.46	2.82%	\$46,540.76	\$46,540.76	\$1,278.21	\$0.00	\$1,278.21	10/7/2016
852	10085	Emergency Medical Services	\$43,142.32	3.00%	\$44,436.68	\$44,436.68	\$1,294.27	\$0.00	\$1,294.27	10/7/2016
903	13147	Emergency Medical Services	\$42,400.59	3.00%	\$43,672.70	\$43,672.70	\$1,272.02	\$0.00	\$1,272.02	10/7/2016
783	2530	Emergency Medical Services	\$55,695.95	3.00%	\$57,366.92	\$57,366.92	\$1,670.88	\$0.00	\$1,670.88	10/7/2016
853	13065	Emergency Medical Services	\$36,287.89	3.00%	\$37,376.61	\$37,376.61	\$1,088.64	\$0.00	\$1,088.64	10/7/2016
792	2834	Emergency Medical Services	\$58,393.50	3.00%	\$60,145.37	\$60,145.37	\$1,751.81	\$0.00	\$1,751.81	10/7/2016
802	3432	Emergency Medical Services	\$50,308.34	3.00%	\$51,817.65	\$51,817.65	\$1,509.25	\$0.00	\$1,509.25	10/7/2016
815	4758	Emergency Medical Services	\$43,248.61	3.00%	\$44,546.13	\$44,546.13	\$1,297.46	\$0.00	\$1,297.46	10/7/2016
1620	12063	Emergency Medical Services	\$37,122.18	3.00%	\$38,235.91	\$38,235.91	\$1,113.67	\$0.00	\$1,113.67	10/7/2016
879	4518	Emergency Medical Services	\$44,490.37	0.60%	\$44,757.37	\$44,757.37	\$266.94	\$0.00	\$266.94	10/7/2016
781	5234	Emergency Medical Services	\$54,139.70	2.82%	\$55,666.50	\$55,666.50	\$1,526.74	\$0.00	\$1,526.74	10/7/2016
849	11485	Emergency Medical Services	\$39,927.89	3.00%	\$41,125.79	\$41,125.79	\$1,197.84	\$0.00	\$1,197.84	10/7/2016
892	12821	Emergency Medical Services	\$37,999.10	2.40%	\$38,911.13	\$38,911.13	\$911.98	\$0.00	\$911.98	10/7/2016
882	12621	Emergency Medical Services	\$37,999.10	2.60%	\$38,987.12	\$38,987.12	\$987.98	\$0.00	\$987.98	10/7/2016
798	1594	Emergency Medical Services	\$58,453.41	2.82%	\$60,104.18	\$60,104.18	\$1,650.73	\$0.00	\$1,650.73	10/7/2016
791	2962	Emergency Medical Services	\$58,453.41	3.00%	\$60,207.05	\$60,207.05	\$1,753.60	\$0.00	\$1,753.60	10/7/2016
811	11098	Emergency Medical Services	\$40,004.85	3.00%	\$41,205.04	\$41,205.04	\$1,200.15	\$0.00	\$1,200.15	10/7/2016
842	12620	Emergency Medical Services	\$37,943.78	3.00%	\$39,082.13	\$39,082.13	\$1,138.31	\$0.00	\$1,138.31	10/7/2016
844	12623	Emergency Medical Services	\$37,999.10	3.00%	\$39,139.12	\$39,139.12	\$1,139.97	\$0.00	\$1,139.97	10/7/2016
854	12616	Emergency Medical Services	\$37,999.10	3.00%	\$39,139.12	\$39,139.12	\$1,139.97	\$0.00	\$1,139.97	10/7/2016
893	12820	Emergency Medical Services	\$37,943.78	3.00%	\$39,082.13	\$39,082.13	\$1,138.31	\$0.00	\$1,138.31	10/7/2016
1618	12828	Emergency Medical Services	\$37,943.78	3.00%	\$39,082.13	\$39,082.13	\$1,138.31	\$0.00	\$1,138.31	10/7/2016
822	11898	Emergency Medical Services	\$39,114.19	2.60%	\$40,131.20	\$40,131.20	\$1,016.97	\$0.00	\$1,016.97	10/7/2016
793	10770	Emergency Medical Services	\$62,921.25	3.00%	\$64,808.93	\$64,808.93	\$1,887.64	\$0.00	\$1,887.64	10/7/2016
795	2079	Emergency Medical Services	\$62,921.25	3.00%	\$64,808.93	\$64,808.93	\$1,887.64	\$0.00	\$1,887.64	10/7/2016
801	11804	Emergency Medical Services	\$48,615.42	3.00%	\$50,073.93	\$50,073.93	\$1,458.46	\$0.00	\$1,458.46	10/7/2016
805	12218	Emergency Medical Services	\$48,615.42	3.00%	\$50,073.93	\$50,073.93	\$1,458.46	\$0.00	\$1,458.46	10/7/2016

PCN POSITIONNB R	Employee Number	DEPARTMENT NAME	CURRENT SALARY	Merit Percentage	Requested Salary	HR Approved Salary	Merit Salary Amount	Lump Sum Merit	Merit Total	Effective Date
788	2458	Emergency Medical Services	\$59,925.01	1.00%	\$60,524.28	\$60,292.70	\$367.69	\$231.58	\$599.27	10/7/2016
862	11807	Emergency Medical Services	\$38,520.77	2.40%	\$39,445.29	\$39,445.29	\$924.50	\$0.00	\$924.50	10/7/2016
824	11248	Emergency Medical Services	\$40,314.98	3.00%	\$41,524.45	\$41,524.45	\$1,209.45	\$0.00	\$1,209.45	10/7/2016
833	11489	Emergency Medical Services	\$40,314.98	3.00%	\$41,524.45	\$41,524.45	\$1,209.45	\$0.00	\$1,209.45	10/7/2016
839	11101	Emergency Medical Services	\$40,314.98	3.00%	\$41,524.45	\$41,524.45	\$1,209.45	\$0.00	\$1,209.45	10/7/2016
858	12920	Emergency Medical Services	\$36,045.78	3.00%	\$37,127.17	\$37,127.17	\$1,081.37	\$0.00	\$1,081.37	10/7/2016
868	11487	Emergency Medical Services	\$40,314.98	3.00%	\$41,524.45	\$41,524.45	\$1,209.45	\$0.00	\$1,209.45	10/7/2016
874	12625	Emergency Medical Services	\$37,833.12	3.00%	\$38,968.14	\$38,968.14	\$1,134.99	\$0.00	\$1,134.99	10/7/2016
887	11491	Emergency Medical Services	\$40,314.98	3.00%	\$41,524.45	\$41,524.45	\$1,209.45	\$0.00	\$1,209.45	10/7/2016
841	4757	Emergency Medical Services	\$46,625.07	3.00%	\$48,023.85	\$48,023.85	\$1,398.75	\$0.00	\$1,398.75	10/7/2016
789	10531	Emergency Medical Services	\$76,764.48	4.00%	\$79,835.06	\$79,835.06	\$3,070.58	\$0.00	\$3,070.58	10/7/2016
797	4006	Emergency Medical Services	\$92,006.20	4.00%	\$95,686.45	\$95,686.45	\$3,680.25	\$0.00	\$3,680.25	10/7/2016
779	2543	Emergency Medical Services	\$132,726.62	1.00%	\$134,053.89	\$132,738.84	\$12.22	\$1,315.05	\$1,327.27	10/7/2016
827	4995	Emergency Medical Services	\$42,583.42	2.20%	\$43,520.26	\$43,520.26	\$936.84	\$0.00	\$936.84	10/7/2016
835	12916	Emergency Medical Services	\$35,830.08	2.40%	\$36,690.00	\$36,690.00	\$859.92	\$0.00	\$859.92	10/7/2016
878	13074	Emergency Medical Services	\$51,937.60	2.60%	\$53,287.98	\$53,287.98	\$1,350.38	\$0.00	\$1,350.38	10/7/2016
889	12062	Emergency Medical Services	\$55,931.20	2.60%	\$57,385.41	\$57,385.41	\$1,454.21	\$0.00	\$1,454.21	10/7/2016
812	10892	Emergency Medical Services	\$58,676.80	2.80%	\$60,319.75	\$60,292.70	\$1,615.90	\$27.05	\$1,642.95	10/7/2016
782	12357	Emergency Medical Services	\$42,494.40	2.82%	\$43,692.74	\$43,692.74	\$1,198.34	\$0.00	\$1,198.34	10/7/2016
778	1690	Emergency Medical Services	\$75,990.98	3.00%	\$78,270.71	\$78,270.71	\$2,279.73	\$0.00	\$2,279.73	10/7/2016
780	3677	Emergency Medical Services	\$79,834.82	3.00%	\$82,229.86	\$82,229.86	\$2,395.04	\$0.00	\$2,395.04	10/7/2016
785	3649	Emergency Medical Services	\$100,670.70	3.00%	\$103,690.82	\$103,690.82	\$3,020.12	\$0.00	\$3,020.12	10/7/2016
786	4589	Emergency Medical Services	\$54,180.88	3.00%	\$55,806.31	\$55,806.31	\$1,625.43	\$0.00	\$1,625.43	10/7/2016
796	2593	Emergency Medical Services	\$116,559.56	3.00%	\$120,056.35	\$120,056.35	\$3,496.79	\$0.00	\$3,496.79	10/7/2016
800	12454	Emergency Medical Services	\$55,016.00	3.00%	\$56,666.48	\$56,666.48	\$1,650.48	\$0.00	\$1,650.48	10/7/2016
817	11243	Emergency Medical Services	\$38,396.80	3.00%	\$39,548.70	\$39,548.70	\$1,151.90	\$0.00	\$1,151.90	10/7/2016
838	10316	Emergency Medical Services	\$68,386.24	3.00%	\$70,437.83	\$70,437.83	\$2,051.59	\$0.00	\$2,051.59	10/7/2016
855	11900	Emergency Medical Services	\$54,953.60	3.00%	\$56,602.21	\$56,602.21	\$1,648.61	\$0.00	\$1,648.61	10/7/2016
859	12901	Emergency Medical Services	\$36,467.39	3.00%	\$37,561.41	\$37,561.41	\$1,094.02	\$0.00	\$1,094.02	10/7/2016
864	12452	Emergency Medical Services	\$39,020.80	3.00%	\$40,191.42	\$40,191.42	\$1,170.62	\$0.00	\$1,170.62	10/7/2016
881	12064	Emergency Medical Services	\$54,080.00	3.00%	\$55,702.40	\$55,702.40	\$1,622.40	\$0.00	\$1,622.40	10/7/2016
897	11432	Emergency Medical Services	\$47,912.80	3.00%	\$49,350.18	\$49,350.18	\$1,437.38	\$0.00	\$1,437.38	10/7/2016
898	10533	Emergency Medical Services	\$77,421.50	3.00%	\$79,744.15	\$79,744.15	\$2,322.65	\$0.00	\$2,322.65	10/7/2016
899	5002	Emergency Medical Services	\$59,779.20	3.00%	\$61,572.58	\$61,572.58	\$1,793.38	\$0.00	\$1,793.38	10/7/2016
900	12924	Emergency Medical Services	\$54,308.80	3.00%	\$55,938.06	\$55,938.06	\$1,629.26	\$0.00	\$1,629.26	10/7/2016
902	5895	Emergency Medical Services	\$73,023.08	3.00%	\$75,213.77	\$75,213.77	\$2,190.69	\$0.00	\$2,190.69	10/7/2016
1617	13275	Emergency Medical Services	\$50,044.80	3.00%	\$51,546.14	\$51,546.14	\$1,501.34	\$0.00	\$1,501.34	10/7/2016
875	13655	Emergency Medical Services	\$34,109.09	2.60%	\$34,995.90	\$34,995.90	\$886.84	\$0.00	\$886.84	10/7/2016
848	13648	Emergency Medical Services	\$34,109.09	3.00%	\$35,132.34	\$35,132.34	\$1,023.27	\$0.00	\$1,023.27	10/7/2016
829	2580	Emergency Medical Services	\$54,189.20	2.82%	\$55,719.48	\$55,719.48	\$1,530.30	\$0.00	\$1,530.30	10/7/2016
787	13654	Emergency Medical Services	\$34,109.09	3.00%	\$35,132.34	\$35,132.34	\$1,023.27	\$0.00	\$1,023.27	10/7/2016
818	10232	Emergency Medical Services	\$36,537.70	3.00%	\$37,633.81	\$37,633.81	\$1,096.13	\$0.00	\$1,096.13	10/7/2016
873	11802	Emergency Medical Services	\$39,208.00	3.00%	\$40,384.22	\$40,384.22	\$1,176.24	\$0.00	\$1,176.24	10/7/2016
888	11906	Emergency Medical Services	\$38,794.91	3.00%	\$39,958.74	\$39,958.74	\$1,163.85	\$0.00	\$1,163.85	10/7/2016
831	12216	Emergency Medical Services	\$44,519.70	3.00%	\$45,855.27	\$45,855.27	\$1,335.59	\$0.00	\$1,335.59	10/7/2016
891	13649	Emergency Medical Services	\$34,109.09	2.80%	\$35,064.12	\$35,064.12	\$955.05	\$0.00	\$955.05	10/7/2016

PCN POSITION R	Employee Number	DEPARTMENT NAME	CURRENT SALARY	Merit Percentage	Requested Salary	HR Approved Salary	Merit Salary Amount	Lump Sum Merit	Merit Total	Effective Date
821	13639	Emergency Medical Services	\$34,109.09	3.00%	\$35,132.34	\$35,132.34	\$1,023.27	\$0.00	\$1,023.27	10/7/2016
837	13647	Emergency Medical Services	\$34,109.09	3.00%	\$35,132.34	\$35,132.34	\$1,023.27	\$0.00	\$1,023.27	10/7/2016
845	13646	Emergency Medical Services	\$34,109.09	3.00%	\$35,132.34	\$35,132.34	\$1,023.27	\$0.00	\$1,023.27	10/7/2016
886	13650	Emergency Medical Services	\$34,109.09	3.00%	\$35,132.34	\$35,132.34	\$1,023.27	\$0.00	\$1,023.27	10/7/2016
865	2795	Emergency Medical Services	\$49,110.46	1.00%	\$49,601.53	\$49,414.04	\$303.58	\$187.49	\$491.06	10/7/2016
790	3579	Emergency Medical Services	\$56,972.45	3.00%	\$58,681.58	\$58,681.58	\$1,709.17	\$0.00	\$1,709.17	10/7/2016
803	10315	Emergency Medical Services	\$49,110.46	3.00%	\$50,583.74	\$50,583.74	\$1,473.31	\$0.00	\$1,473.31	10/7/2016
804	4756	Emergency Medical Services	\$49,110.46	3.00%	\$50,583.74	\$50,583.74	\$1,473.31	\$0.00	\$1,473.31	10/7/2016
807	4590	Emergency Medical Services	\$49,110.46	3.00%	\$50,583.74	\$50,583.74	\$1,473.31	\$0.00	\$1,473.31	10/7/2016
1626	12922	Emergency Medical Services	\$36,537.70	3.00%	\$37,633.78	\$37,633.78	\$1,096.13	\$0.00	\$1,096.13	10/7/2016
847	13075	Emergency Medical Services	\$35,764.77	2.20%	\$36,551.55	\$36,551.55	\$786.82	\$0.00	\$786.82	10/7/2016
825	4994	Emergency Medical Services	\$42,749.62	2.80%	\$43,946.56	\$43,946.56	\$1,196.99	\$0.00	\$1,196.99	10/7/2016
806	3790	Emergency Medical Services	\$47,912.80	3.00%	\$49,350.14	\$49,350.14	\$1,437.38	\$0.00	\$1,437.38	10/7/2016
860	3845	Emergency Medical Services	\$47,912.80	3.00%	\$49,350.14	\$49,350.14	\$1,437.38	\$0.00	\$1,437.38	10/7/2016
883	12358	Emergency Medical Services	\$39,368.37	3.00%	\$40,549.38	\$40,549.38	\$1,181.05	\$0.00	\$1,181.05	10/7/2016
814	12915	Emergency Medical Services	\$36,537.70	3.00%	\$37,633.76	\$37,633.76	\$1,096.13	\$0.00	\$1,096.13	10/7/2016
820	13066	Emergency Medical Services	\$36,537.70	3.00%	\$37,633.76	\$37,633.76	\$1,096.13	\$0.00	\$1,096.13	10/7/2016
843	13063	Emergency Medical Services	\$36,537.70	3.00%	\$37,633.76	\$37,633.76	\$1,096.13	\$0.00	\$1,096.13	10/7/2016
851	12066	Emergency Medical Services	\$36,537.70	3.00%	\$37,633.76	\$37,633.76	\$1,096.13	\$0.00	\$1,096.13	10/7/2016
863	12917	Emergency Medical Services	\$36,537.70	3.00%	\$37,633.76	\$37,633.76	\$1,096.13	\$0.00	\$1,096.13	10/7/2016
866	13067	Emergency Medical Services	\$36,537.70	3.00%	\$37,633.76	\$37,633.76	\$1,096.13	\$0.00	\$1,096.13	10/7/2016
867	12923	Emergency Medical Services	\$36,537.70	3.00%	\$37,633.76	\$37,633.76	\$1,096.13	\$0.00	\$1,096.13	10/7/2016
890	13076	Emergency Medical Services	\$36,537.70	3.00%	\$37,633.76	\$37,633.76	\$1,096.13	\$0.00	\$1,096.13	10/7/2016
901	13413	Emergency Medical Services	\$39,787.90	3.00%	\$40,981.48	\$40,981.48	\$1,193.64	\$0.00	\$1,193.64	10/7/2016
869	3068	Emergency Medical Services	\$48,403.89	2.09%	\$49,415.53	\$49,414.04	\$1,010.15	\$1.49	\$1,011.64	10/7/2016
832	10909	Emergency Medical Services	\$41,307.55	3.00%	\$42,546.71	\$42,546.71	\$1,239.22	\$0.00	\$1,239.22	10/7/2016
850	12219	Emergency Medical Services	\$38,944.46	3.00%	\$40,112.73	\$40,112.73	\$1,168.33	\$0.00	\$1,168.33	10/7/2016
857	10833	Emergency Medical Services	\$41,307.55	3.00%	\$42,546.71	\$42,546.71	\$1,239.22	\$0.00	\$1,239.22	10/7/2016
880	3992	Emergency Medical Services	\$47,913.22	3.00%	\$49,350.55	\$49,350.55	\$1,437.39	\$0.00	\$1,437.39	10/7/2016
799	2951	Emergency Medical Services	\$48,735.44	3.00%	\$50,197.42	\$50,197.42	\$1,462.06	\$0.00	\$1,462.06	10/7/2016
846	3111	Emergency Medical Services	\$48,381.01	2.11%	\$49,401.85	\$49,414.04	\$1,033.03	\$0.00	\$1,033.03	10/7/2016
794	4527	Emergency Medical Services	\$54,321.07	3.00%	\$55,950.62	\$55,950.62	\$1,629.63	\$0.00	\$1,629.63	10/7/2016
813	13080	Emergency Medical Services	\$35,132.45	3.00%	\$36,186.31	\$36,186.31	\$1,053.97	\$0.00	\$1,053.97	10/7/2016
884	12065	Emergency Medical Services	\$55,799.33	3.00%	\$57,473.24	\$57,473.24	\$1,673.98	\$0.00	\$1,673.98	10/7/2016
1645	5218	Emergency Medical Services	\$61,673.66	4.00%	\$64,140.65	\$64,140.65	\$2,466.95	\$0.00	\$2,466.95	10/7/2016
1642	10769	Emergency Medical Services	\$73,465.18	1.00%	\$74,199.92	\$73,465.34	\$0.16	\$734.58	\$734.74	10/7/2016
1650	11100	Emergency Medical Services	\$63,172.93	2.20%	\$64,562.75	\$64,562.75	\$1,389.80	\$0.00	\$1,389.80	10/7/2016
1651	12832	Emergency Medical Services	\$56,321.82	2.80%	\$57,898.84	\$57,898.84	\$1,577.01	\$0.00	\$1,577.01	10/7/2016
1190	13558	Emergency Medical Services	\$74,000.16	3.00%	\$76,220.16	\$76,220.16	\$2,220.00	\$0.00	\$2,220.00	10/7/2016
1640	10831	Emergency Medical Services	\$54,313.79	3.00%	\$55,943.23	\$55,943.23	\$1,629.41	\$0.00	\$1,629.41	10/7/2016
1641	10086	Emergency Medical Services	\$52,231.71	3.00%	\$53,798.66	\$53,798.66	\$1,566.95	\$0.00	\$1,566.95	10/7/2016
1647	11808	Emergency Medical Services	\$58,550.54	3.00%	\$60,307.06	\$60,307.06	\$1,756.52	\$0.00	\$1,756.52	10/7/2016
1648	4588	Emergency Medical Services	\$62,765.46	3.00%	\$64,648.42	\$64,648.42	\$1,882.96	\$0.00	\$1,882.96	10/7/2016
1652	11659	Emergency Medical Services	\$80,630.42	3.00%	\$83,049.33	\$83,049.33	\$2,418.91	\$0.00	\$2,418.91	10/7/2016
1653	2713	Emergency Medical Services	\$58,398.29	3.00%	\$60,150.34	\$60,150.34	\$1,751.95	\$0.00	\$1,751.95	10/7/2016
1654	11102	Emergency Medical Services	\$74,793.16	3.00%	\$77,036.95	\$77,036.95	\$2,243.79	\$0.00	\$2,243.79	10/7/2016

PCN POSITIONNB R	Employee Number	DEPARTMENT NAME	CURRENT SALARY	Merit Percentage	Requested Salary	HR Approved Salary	Merit Salary Amount	Lump Sum Merit	Merit Total	Effective Date
1667	13013	Emergency Medical Services	\$89,452.48	3.00%	\$92,136.05	\$92,136.05	\$2,683.57	\$0.00	\$2,683.57	10/7/2016
		<b>Emergency Medical Services Total</b>							<b>\$183,675.76</b>	
1747	12175	Emergency Services Dept.	\$57,498.22	5.00%	\$60,373.13	\$60,373.13	\$2,874.91	\$0.00	\$2,874.91	10/7/2016
		<b>Emergency Services Dept. Total</b>							<b>\$2,874.91</b>	
908	13765	Extension Service	\$30,284.80	3.00%	\$31,193.34	\$31,193.34	\$908.54	\$0.00	\$908.54	10/7/2016
909	12954	Extension Service	\$31,193.34	3.00%	\$32,129.14	\$32,129.14	\$935.80	\$0.00	\$935.80	10/7/2016
910	13174	Extension Service	\$31,193.34	3.00%	\$32,129.14	\$32,129.14	\$935.80	\$0.00	\$935.80	10/7/2016
		<b>Extension Service Total</b>							<b>\$2,780.14</b>	
87	3013	Fleet Services	\$54,044.64	1.01%	\$56,746.87	\$54,591.42	\$546.78	\$0.00	\$546.78	10/7/2016
924	4253	Fleet Services	\$41,600.00	5.00%	\$43,680.00	\$43,680.00	\$2,080.00	\$0.00	\$2,080.00	10/7/2016
1188	13593	Fleet Services	\$38,347.09	5.00%	\$40,264.44	\$40,264.44	\$1,917.35	\$0.00	\$1,917.35	10/7/2016
920	11200	Fleet Services	\$44,031.52	2.50%	\$45,131.46	\$45,131.46	\$1,099.94	\$0.00	\$1,099.94	10/7/2016
921	12499	Fleet Services	\$44,914.90	3.50%	\$46,486.85	\$46,486.85	\$1,571.95	\$0.00	\$1,571.95	10/7/2016
922	12391	Fleet Services	\$44,504.93	2.50%	\$45,617.00	\$45,617.00	\$1,112.07	\$0.00	\$1,112.07	10/7/2016
923	3980	Fleet Services	\$50,302.30	3.50%	\$52,062.39	\$52,062.39	\$1,760.09	\$0.00	\$1,760.09	10/7/2016
925	13576	Fleet Services	\$41,600.00	3.50%	\$43,056.00	\$43,056.00	\$1,456.00	\$0.00	\$1,456.00	10/7/2016
926	10168	Fleet Services	\$45,966.75	3.50%	\$47,574.71	\$47,574.71	\$1,607.96	\$0.00	\$1,607.96	10/7/2016
927	10424	Fleet Services	\$40,906.32	2.50%	\$41,928.40	\$41,928.40	\$1,022.08	\$0.00	\$1,022.08	10/7/2016
929	12409	Fleet Services	\$37,490.75	2.67%	\$38,490.69	\$38,490.69	\$999.94	\$0.00	\$999.94	10/7/2016
930	3280	Fleet Services	\$67,557.10	3.50%	\$69,921.10	\$69,921.10	\$2,364.00	\$0.00	\$2,364.00	10/7/2016
931	13718	Fleet Services	\$41,600.00	2.50%	\$42,640.00	\$42,640.00	\$1,040.00	\$0.00	\$1,040.00	10/7/2016
		<b>Fleet Services Total</b>							<b>\$18,578.16</b>	
934	11960	HazMat	\$85,321.60	4.00%	\$88,734.46	\$88,734.46	\$3,412.86	\$0.00	\$3,412.86	10/7/2016
937	5802	HazMat	\$99,080.80	4.00%	\$103,044.03	\$103,044.03	\$3,963.23	\$0.00	\$3,963.23	10/7/2016
		<b>HazMat Total</b>							<b>\$7,376.10</b>	
939	10291	HUD CDBG	\$76,265.02	3.50%	\$78,934.30	\$78,934.30	\$2,669.28	\$0.00	\$2,669.28	10/7/2016
		<b>HUD CDBG Total</b>							<b>\$2,669.28</b>	
969	11852	Infrastructure Department	\$154,378.64	3.00%	\$159,010.00	\$159,010.00	\$4,631.36	\$0.00	\$4,631.36	10/7/2016
		<b>Infrastructure Department Total</b>							<b>\$4,631.36</b>	
1760	13613	Human Resources	\$50,703.90	3.50%	\$52,478.54	\$52,478.54	\$1,774.64	\$0.00	\$1,774.64	10/7/2016
2	13315	Human Resources	\$52,301.34	4.00%	\$54,393.39	\$54,393.39	\$2,092.05	\$0.00	\$2,092.05	10/7/2016
6	12844	Human Resources	\$42,132.74	4.00%	\$43,818.05	\$43,818.05	\$1,685.31	\$0.00	\$1,685.31	10/7/2016
10	11872	Human Resources	\$81,020.94	4.00%	\$84,261.78	\$84,261.78	\$3,240.84	\$0.00	\$3,240.84	10/7/2016
942	13200	Human Resources	\$110,000.02	4.00%	\$114,400.02	\$114,400.02	\$4,400.00	\$0.00	\$4,400.00	10/7/2016
84	13392	Human Resources	\$46,812.48	2.00%	\$47,748.73	\$47,748.73	\$936.25	\$0.00	\$936.25	10/7/2016
1	13850	Human Resources	\$39,571.48	2.50%	\$40,560.77	\$40,560.77	\$989.29	\$0.00	\$989.29	10/7/2016
3	12637	Human Resources	\$51,201.02	3.00%	\$52,737.05	\$52,737.05	\$1,536.03	\$0.00	\$1,536.03	10/7/2016
4	13000	Human Resources	\$49,947.82	3.00%	\$51,446.25	\$51,446.25	\$1,498.43	\$0.00	\$1,498.43	10/7/2016
5	13705	Human Resources	\$47,894.86	3.00%	\$49,331.71	\$49,331.71	\$1,436.85	\$0.00	\$1,436.85	10/7/2016
7	12874	Human Resources	\$73,815.30	3.50%	\$76,398.84	\$76,398.84	\$2,583.54	\$0.00	\$2,583.54	10/7/2016
		<b>Human Resources</b>							<b>\$22,173.22</b>	
986	11593	Justice of the Peace 2	\$34,584.99	3.50%	\$35,795.47	\$35,795.47	\$1,210.47	\$0.00	\$1,210.47	10/7/2016
989	12843	Justice of the Peace 2	\$31,830.24	3.50%	\$32,944.34	\$32,944.34	\$1,114.06	\$0.00	\$1,114.06	10/7/2016
992	12173	Justice of the Peace 2	\$34,405.90	3.50%	\$35,610.13	\$35,610.13	\$1,204.21	\$0.00	\$1,204.21	10/7/2016
985	10466	Justice of the Peace 2	\$43,144.19	3.50%	\$44,654.26	\$44,654.26	\$1,510.05	\$0.00	\$1,510.05	10/7/2016
1715	10450	Justice of the Peace 2	\$44,978.44	3.50%	\$46,552.69	\$46,552.69	\$1,574.25	\$0.00	\$1,574.25	10/7/2016

PCN POSITION R	Employee Number	DEPARTMENT NAME	CURRENT SALARY	Merit Percentage	Requested Salary	HR Approved Salary	Merit Salary Amount	Lump Sum Merit	Merit Total	Effective Date
987	10649	Justice of the Peace 2	\$62,605.92	5.00%	\$65,736.22	\$65,736.22	\$3,130.30	\$0.00	\$3,130.30	10/7/2016
991	12771	Justice of the Peace 2	\$33,746.34	3.50%	\$34,927.39	\$34,927.39	\$1,181.12	\$0.00	\$1,181.12	10/7/2016
994	12568	Justice of the Peace 2	\$35,227.71	5.00%	\$36,989.03	\$36,989.03	\$1,761.38	\$0.00	\$1,761.38	10/7/2016
984	12338	Justice of the Peace 2	\$41,086.45	5.00%	\$43,140.66	\$43,140.66	\$2,054.32	\$0.00	\$2,054.32	10/7/2016
		<b>Justice of the Peace 2 Total</b>							<b>\$14,740.15</b>	
1013	12149	Justice of the Peace 4	\$32,272.66	3.00%	\$33,240.86	\$33,240.86	\$968.18	\$0.00	\$968.18	10/7/2016
1010	12162	Justice of the Peace 4	\$53,937.00	5.00%	\$56,633.85	\$56,633.85	\$2,696.85	\$0.00	\$2,696.85	10/7/2016
1011	11237	Justice of the Peace 4	\$60,942.18	5.00%	\$63,989.29	\$63,989.29	\$3,047.11	\$0.00	\$3,047.11	10/7/2016
1017	1909	Justice of the Peace 4	\$45,816.58	5.00%	\$48,107.40	\$47,021.78	\$1,205.20	\$1,085.62	\$2,290.83	10/7/2016
1008	2790	Justice of the Peace 4	\$46,295.18	1.57%	\$47,021.56	\$47,021.56	\$726.37	\$0.00	\$726.37	10/7/2016
1009	12772	Justice of the Peace 4	\$35,620.00	2.00%	\$36,332.34	\$36,332.34	\$712.40	\$0.00	\$712.40	10/7/2016
1015	11930	Justice of the Peace 4	\$32,269.74	3.00%	\$33,237.77	\$33,237.77	\$968.09	\$0.00	\$968.09	10/7/2016
1014	5566	Justice of the Peace 4	\$35,466.50	5.00%	\$37,239.76	\$37,239.76	\$1,773.32	\$0.00	\$1,773.32	10/7/2016
1717	13398	Justice of the Peace 4	\$28,553.82	3.00%	\$29,410.35	\$29,410.35	\$856.61	\$0.00	\$856.61	10/7/2016
		<b>Justice of the Peace 4 Total</b>							<b>\$14,039.76</b>	
1181	10870	Mobile Outreach	\$81,592.16	5.00%	\$85,671.77	\$85,671.77	\$4,079.61	\$0.00	\$4,079.61	10/7/2016
1666	10715	Mobile Outreach	\$59,087.60	5.00%	\$62,042.02	\$62,042.02	\$2,954.38	\$0.00	\$2,954.38	10/7/2016
1710	12765	Mobile Outreach	\$58,025.14	5.00%	\$60,926.31	\$60,926.31	\$2,901.25	\$0.00	\$2,901.25	10/7/2016
		<b>Mobile Outreach Total</b>							<b>\$9,935.24</b>	
1209	5563	Parks	\$46,190.98	5.00%	\$48,500.63	\$48,500.63	\$2,309.55	\$0.00	\$2,309.55	10/7/2016
1201	11827	Parks	\$32,896.24	5.00%	\$34,541.10	\$34,541.10	\$1,644.81	\$0.00	\$1,644.81	10/7/2016
1204	13660	Parks	\$26,658.06	5.00%	\$27,990.96	\$27,990.96	\$1,332.90	\$0.00	\$1,332.90	10/21/2016
1202	11796	Parks	\$36,314.93	5.00%	\$38,130.70	\$38,130.70	\$1,815.75	\$0.00	\$1,815.75	10/7/2016
1210	12053	Parks	\$105,976.78	4.00%	\$110,215.85	\$110,215.85	\$4,239.07	\$0.00	\$4,239.07	10/7/2016
1198	10357	Parks	\$37,982.10	5.00%	\$39,881.21	\$39,881.21	\$1,899.11	\$0.00	\$1,899.11	10/7/2016
1199	10116	Parks	\$37,044.54	5.00%	\$38,896.77	\$38,896.77	\$1,852.23	\$0.00	\$1,852.23	10/7/2016
1203	12548	Parks	\$68,332.68	5.00%	\$71,749.31	\$71,749.31	\$3,416.63	\$0.00	\$3,416.63	10/7/2016
1208	5526	Parks	\$68,112.46	5.00%	\$71,518.08	\$69,926.48	\$1,814.02	\$1,591.60	\$3,405.62	10/7/2016
1726	13539	Parks	\$66,870.96	5.00%	\$70,214.51	\$70,214.51	\$3,343.55	\$0.00	\$3,343.55	10/7/2016
1727	13789	Parks	\$36,903.10	5.00%	\$38,748.26	\$38,748.26	\$1,845.16	\$0.00	\$1,845.16	10/7/2016
1693	13795	Parks	\$37,642.02	3.00%	\$38,771.28	\$38,771.28	\$1,129.26	\$0.00	\$1,129.26	10/7/2016
1205	12998	Parks	\$26,658.06	5.00%	\$27,990.96	\$27,990.96	\$1,332.90	\$0.00	\$1,332.90	10/21/2016
		<b>Parks Total</b>							<b>\$29,566.55</b>	
1212	5852	Personal Bond Office	\$40,314.98	4.00%	\$41,927.60	\$41,927.60	\$1,612.60	\$0.00	\$1,612.60	10/7/2016
1211	13871	Personal Bond Office	\$29,640.00	4.00%	\$30,825.60	\$30,825.60	\$1,185.60	\$0.00	\$1,185.60	10/7/2016
1706	12694	Personal Bond Office	\$45,894.47	4.00%	\$47,730.25	\$47,730.25	\$1,835.78	\$0.00	\$1,835.78	10/21/2016
		<b>Personal Bond Office Total</b>							<b>\$4,633.98</b>	
1696	11726	Purchasing	\$37,079.95	3.00%	\$38,192.41	\$38,192.41	\$1,112.40	\$0.00	\$1,112.40	10/7/2016
1213	13565	Purchasing	\$45,232.51	4.00%	\$47,041.81	\$47,041.81	\$1,809.30	\$0.00	\$1,809.30	10/7/2016
1217	13786	Purchasing	\$43,680.00	4.00%	\$45,427.20	\$45,427.20	\$1,747.20	\$0.00	\$1,747.20	10/7/2016
1219	12079	Purchasing	\$57,216.90	4.00%	\$59,505.58	\$59,505.58	\$2,288.68	\$0.00	\$2,288.68	10/7/2016
1214	10956	Purchasing	\$75,148.06	4.50%	\$78,529.72	\$78,529.72	\$3,381.66	\$0.00	\$3,381.66	10/7/2016
1216	13787	Purchasing	\$36,004.80	5.00%	\$37,805.04	\$37,805.04	\$1,800.24	\$0.00	\$1,800.24	10/7/2016
1215	13386	Purchasing	\$95,275.18	3.00%	\$98,133.44	\$98,133.44	\$2,858.26	\$0.00	\$2,858.26	10/7/2016
1701	13719	Purchasing	\$46,594.29	3.00%	\$47,992.01	\$47,992.01	\$1,397.83	\$0.00	\$1,397.83	10/7/2016
		<b>Purchasing Total</b>							<b>\$16,395.56</b>	

PCN POSITION R	Employee Number	DEPARTMENT NAME	CURRENT SALARY	Merit Percentage	Requested Salary	HR Approved Salary	Merit Salary Amount	Lump Sum Merit	Merit Total	Effective Date
1638	10523	RCS	\$42,178.86	3.25%	\$43,655.12	\$43,549.68	\$1,476.26	\$105.45	\$1,581.71	10/7/2016
1221	12097	RCS	\$83,120.44	4.25%	\$86,860.86	\$86,653.06	\$3,740.42	\$207.80	\$3,948.22	10/7/2016
		<b>RCS Total</b>							<b>\$5,529.93</b>	
1249	11520	Sheriff's Office	\$55,811.39	5.00%	\$58,602.05	\$58,602.05	\$2,790.57	\$0.00	\$2,790.57	10/7/2016
1697	13683	Sheriff's Office	\$37,641.76	5.00%	\$39,523.94	\$39,523.94	\$1,882.09	\$0.00	\$1,882.09	10/7/2016
1226	12010	Sheriff's Office	\$31,934.66	5.00%	\$33,531.45	\$33,531.45	\$1,596.74	\$0.00	\$1,596.74	10/7/2016
1229	4631	Sheriff's Office	\$36,131.06	5.00%	\$37,937.67	\$37,937.67	\$1,806.56	\$0.00	\$1,806.56	10/7/2016
1394	12422	Sheriff's Office	\$37,390.29	5.00%	\$39,259.87	\$39,259.87	\$1,869.52	\$0.00	\$1,869.52	10/7/2016
1398	4583	Sheriff's Office	\$57,810.27	5.00%	\$60,700.85	\$60,700.85	\$2,890.52	\$0.00	\$2,890.52	10/7/2016
1223	3581	Sheriff's Office	\$39,864.86	5.00%	\$41,858.17	\$40,533.74	\$668.88	\$1,324.43	\$1,993.31	10/7/2016
1236	12769	Sheriff's Office	\$30,272.11	5.00%	\$31,785.76	\$31,785.76	\$1,513.61	\$0.00	\$1,513.61	10/7/2016
1247	5401	Sheriff's Office	\$58,426.37	4.00%	\$60,763.42	\$60,763.42	\$2,337.05	\$0.00	\$2,337.05	10/7/2016
1224	4979	Sheriff's Office	\$37,944.61	5.00%	\$39,841.88	\$39,841.88	\$1,897.23	\$0.00	\$1,897.23	10/7/2016
1228	13198	Sheriff's Office	\$28,830.67	5.00%	\$30,272.25	\$30,272.25	\$1,441.54	\$0.00	\$1,441.54	10/7/2016
1397	5579	Sheriff's Office	\$41,253.47	5.00%	\$43,316.19	\$43,316.19	\$2,062.68	\$0.00	\$2,062.68	10/7/2016
1420	5257	Sheriff's Office	\$42,294.72	5.00%	\$44,409.50	\$44,409.50	\$2,114.74	\$0.00	\$2,114.74	10/7/2016
1230	13366	Sheriff's Office	\$28,281.55	5.00%	\$29,695.65	\$29,695.65	\$1,414.08	\$0.00	\$1,414.08	10/7/2016
1231	12057	Sheriff's Office	\$37,013.81	5.00%	\$38,864.52	\$38,600.38	\$1,586.57	\$264.14	\$1,850.71	10/7/2016
1637	4978	Sheriff's Office	\$55,335.07	5.00%	\$58,101.85	\$57,376.28	\$2,041.21	\$725.57	\$2,766.78	10/7/2016
1377	5103	Sheriff's Office	\$56,784.00	4.00%	\$59,055.36	\$59,055.36	\$2,271.36	\$0.00	\$2,271.36	10/7/2016
1378	12071	Sheriff's Office	\$49,140.00	4.00%	\$51,105.60	\$51,105.60	\$1,965.60	\$0.00	\$1,965.60	10/7/2016
1419	3212	Sheriff's Office	\$72,720.44	4.00%	\$75,629.26	\$75,629.26	\$2,908.82	\$0.00	\$2,908.82	10/7/2016
1421	3574	Sheriff's Office	\$88,782.72	4.00%	\$92,334.03	\$92,334.03	\$3,551.31	\$0.00	\$3,551.31	10/7/2016
1425	2370	Sheriff's Office	\$45,895.20	4.00%	\$47,731.01	\$47,731.01	\$1,835.81	\$0.00	\$1,835.81	10/7/2016
1232	12803	Sheriff's Office	\$31,720.00	5.00%	\$33,306.00	\$33,306.00	\$1,586.00	\$0.00	\$1,586.00	10/7/2016
1238	11541	Sheriff's Office	\$37,532.56	5.00%	\$39,409.19	\$39,409.19	\$1,876.63	\$0.00	\$1,876.63	10/7/2016
1241	5248	Sheriff's Office	\$39,426.40	5.00%	\$41,397.72	\$41,397.72	\$1,971.32	\$0.00	\$1,971.32	10/7/2016
1242	11127	Sheriff's Office	\$104,000.00	5.00%	\$109,200.00	\$109,200.00	\$5,200.00	\$0.00	\$5,200.00	10/7/2016
1246	10339	Sheriff's Office	\$122,627.96	5.00%	\$128,759.36	\$128,759.36	\$6,131.40	\$0.00	\$6,131.40	10/7/2016
1389	10337	Sheriff's Office	\$53,137.50	5.00%	\$55,794.38	\$55,794.38	\$2,656.88	\$0.00	\$2,656.88	10/7/2016
1393	12849	Sheriff's Office	\$35,443.82	5.00%	\$37,215.99	\$37,215.99	\$1,772.19	\$0.00	\$1,772.19	10/7/2016
1395	4774	Sheriff's Office	\$44,663.22	4.00%	\$46,449.72	\$44,761.08	\$97.86	\$1,688.64	\$1,786.51	10/7/2016
1240	13393	Sheriff's Office	\$33,239.02	5.00%	\$34,900.95	\$34,900.95	\$1,661.95	\$0.00	\$1,661.95	10/7/2016
1422	13180	Sheriff's Office	\$40,758.43	5.00%	\$42,796.33	\$42,796.33	\$2,037.92	\$0.00	\$2,037.92	10/7/2016
1392	13364	Sheriff's Office	\$36,868.21	5.00%	\$38,711.60	\$38,711.60	\$1,843.41	\$0.00	\$1,843.41	10/7/2016
1391	4309	Sheriff's Office	\$44,760.98	4.00%	\$46,551.37	\$44,761.08	\$0.10	\$1,790.29	\$1,790.40	10/7/2016
1225	13526	Sheriff's Office	\$27,457.87	5.00%	\$28,830.72	\$28,830.72	\$1,372.89	\$0.00	\$1,372.89	10/7/2016
1388	10761	Sheriff's Office	\$47,519.47	5.00%	\$49,895.40	\$49,895.40	\$2,375.97	\$0.00	\$2,375.97	10/7/2016
1387	12236	Sheriff's Office	\$43,627.38	4.00%	\$45,372.41	\$45,372.41	\$1,745.09	\$0.00	\$1,745.09	10/7/2016
1390	12597	Sheriff's Office	\$45,082.54	5.00%	\$47,336.61	\$47,336.61	\$2,254.12	\$0.00	\$2,254.12	10/7/2016
1424	10612	Sheriff's Office	\$37,772.59	5.00%	\$39,661.16	\$39,661.16	\$1,888.63	\$0.00	\$1,888.63	10/7/2016
1235	13394	Sheriff's Office	\$36,186.38	5.00%	\$37,995.64	\$37,995.64	\$1,809.32	\$0.00	\$1,809.32	10/7/2016
1248	4491	Sheriff's Office	\$68,313.86	4.00%	\$71,046.32	\$69,926.48	\$1,612.62	\$1,119.84	\$2,732.47	10/7/2016
1417	12753	Sheriff's Office	\$42,436.37	4.00%	\$44,133.74	\$44,133.74	\$1,697.45	\$0.00	\$1,697.45	10/7/2016
1423	11760	Sheriff's Office	\$46,505.47	5.00%	\$48,830.66	\$48,830.66	\$2,325.27	\$0.00	\$2,325.27	10/7/2016
		<b>Sheriff's Office Total</b>							<b>\$93,276.41</b>	

PCN POSITION NB R	Employee Number	DEPARTMENT NAME	CURRENT SALARY	Merit Percentage	Requested Salary	HR Approved Salary	Merit Salary Amount	Lump Sum Merit	Merit Total	Effective Date
1442	13353	Tax Assessor/Collector	\$30,967.25	4.00%	\$32,206.02	\$32,206.02	\$1,238.69	\$0.00	\$1,238.69	10/7/2016
1456	3491	Tax Assessor/Collector	\$46,230.50	4.00%	\$48,079.80	\$47,021.78	\$791.28	\$1,058.02	\$1,849.31	10/7/2016
1466	10785	Tax Assessor/Collector	\$37,206.62	4.00%	\$38,694.95	\$38,694.95	\$1,488.27	\$0.00	\$1,488.27	10/7/2016
1487	12890	Tax Assessor/Collector	\$31,816.30	4.00%	\$33,089.02	\$33,089.02	\$1,272.65	\$0.00	\$1,272.65	10/7/2016
1430	13092	Tax Assessor/Collector	\$31,816.30	3.00%	\$32,770.86	\$32,770.86	\$954.49	\$0.00	\$954.49	10/7/2016
1440	5124	Tax Assessor/Collector	\$41,057.12	4.00%	\$42,699.47	\$42,597.88	\$1,540.76	\$101.59	\$1,642.35	10/7/2016
1448	11208	Tax Assessor/Collector	\$35,786.82	4.00%	\$37,218.35	\$37,218.35	\$1,431.48	\$0.00	\$1,431.48	10/7/2016
1463	10942	Tax Assessor/Collector	\$39,485.47	4.00%	\$41,064.96	\$41,064.96	\$1,579.42	\$0.00	\$1,579.42	10/7/2016
1439	11627	Tax Assessor/Collector	\$34,570.64	4.00%	\$35,953.51	\$35,953.51	\$1,382.83	\$0.00	\$1,382.83	10/7/2016
1454	10242	Tax Assessor/Collector	\$43,129.63	4.00%	\$44,854.86	\$44,854.86	\$1,725.19	\$0.00	\$1,725.19	10/7/2016
1698	13601	Tax Assessor/Collector	\$29,542.24	4.00%	\$30,723.97	\$30,723.97	\$1,181.69	\$0.00	\$1,181.69	10/7/2016
1443	13760	Tax Assessor/Collector	\$29,418.69	1.17%	\$29,762.93	\$29,762.93	\$344.20	\$0.00	\$344.20	10/7/2016
1704	13791	Tax Assessor/Collector	\$29,418.69	2.00%	\$30,007.10	\$30,007.10	\$588.37	\$0.00	\$588.37	10/7/2016
1703	13624	Tax Assessor/Collector	\$29,418.69	3.00%	\$30,301.29	\$30,301.29	\$882.56	\$0.00	\$882.56	10/7/2016
1469	10122	Tax Assessor/Collector	\$36,705.97	3.00%	\$37,807.17	\$37,807.17	\$1,101.18	\$0.00	\$1,101.18	10/7/2016
1452	4599	Tax Assessor/Collector	\$41,892.03	4.00%	\$43,567.73	\$42,597.88	\$705.85	\$969.85	\$1,675.70	10/7/2016
1427	10784	Tax Assessor/Collector	\$38,534.29	3.00%	\$39,690.34	\$39,690.34	\$1,156.03	\$0.00	\$1,156.03	10/7/2016
1426	3745	Tax Assessor/Collector	\$65,434.20	4.00%	\$68,051.57	\$66,551.16	\$1,116.96	\$1,500.41	\$2,617.37	10/7/2016
1429	11274	Tax Assessor/Collector	\$37,020.05	4.00%	\$38,500.85	\$38,500.85	\$1,480.80	\$0.00	\$1,480.80	10/7/2016
1433	12022	Tax Assessor/Collector	\$96,194.80	4.00%	\$100,042.59	\$98,794.80	\$2,600.00	\$1,247.79	\$3,847.79	10/7/2016
1450	12380	Tax Assessor/Collector	\$33,410.21	4.00%	\$34,746.62	\$34,746.62	\$1,336.41	\$0.00	\$1,336.41	10/7/2016
1455	4246	Tax Assessor/Collector	\$44,659.16	4.00%	\$46,445.53	\$46,445.53	\$1,786.37	\$0.00	\$1,786.37	10/7/2016
1459	10599	Tax Assessor/Collector	\$44,233.80	4.00%	\$46,003.15	\$46,003.15	\$1,769.35	\$0.00	\$1,769.35	10/7/2016
1460	3374	Tax Assessor/Collector	\$49,786.62	4.00%	\$51,778.08	\$51,778.08	\$1,991.46	\$0.00	\$1,991.46	10/7/2016
1471	11319	Tax Assessor/Collector	\$41,500.42	4.00%	\$43,160.44	\$43,160.44	\$1,660.02	\$0.00	\$1,660.02	10/7/2016
1432	2338	Tax Assessor/Collector	\$80,945.02	3.00%	\$83,373.37	\$81,067.48	\$122.46	\$2,305.89	\$2,428.35	10/7/2016
1457	12181	Tax Assessor/Collector	\$40,425.01	3.00%	\$41,637.76	\$41,637.76	\$1,212.75	\$0.00	\$1,212.75	10/7/2016
1458	3691	Tax Assessor/Collector	\$53,627.60	3.00%	\$55,236.43	\$54,591.42	\$963.82	\$645.01	\$1,608.83	10/7/2016
1465	4548	Tax Assessor/Collector	\$53,072.76	3.00%	\$54,664.94	\$54,664.94	\$1,592.18	\$0.00	\$1,592.18	10/7/2016
1468	12111	Tax Assessor/Collector	\$37,059.98	3.00%	\$38,171.78	\$38,171.78	\$1,111.80	\$0.00	\$1,111.80	10/7/2016
1428	13247	Tax Assessor/Collector	\$35,123.30	4.00%	\$36,528.21	\$36,528.21	\$1,404.93	\$0.00	\$1,404.93	10/7/2016
1444	10410	Tax Assessor/Collector	\$40,467.86	4.00%	\$42,086.55	\$42,086.55	\$1,618.71	\$0.00	\$1,618.71	10/7/2016
1451	11553	Tax Assessor/Collector	\$34,906.35	4.00%	\$36,302.58	\$36,302.58	\$1,396.25	\$0.00	\$1,396.25	10/7/2016
1441	13338	Tax Assessor/Collector	\$30,007.12	4.00%	\$31,207.38	\$31,207.38	\$1,200.28	\$0.00	\$1,200.28	10/7/2016
1486	13431	Tax Assessor/Collector	\$30,065.98	3.00%	\$30,967.92	\$30,967.92	\$901.98	\$0.00	\$901.98	10/7/2016
1719	13504	Tax Assessor/Collector	\$29,963.02	4.00%	\$31,161.54	\$31,161.54	\$1,198.52	\$0.00	\$1,198.52	10/7/2016
1434	4787	Tax Assessor/Collector	\$49,601.97	4.00%	\$51,586.00	\$51,586.00	\$1,984.08	\$0.00	\$1,984.08	10/7/2016
1453	1072	Tax Assessor/Collector	\$44,760.98	4.00%	\$46,551.37	\$44,761.08	\$0.10	\$1,790.29	\$1,790.40	10/7/2016
1438	12856	Tax Assessor/Collector	\$32,611.90	4.00%	\$33,916.32	\$33,916.32	\$1,304.47	\$0.00	\$1,304.47	10/7/2016
1467	11521	Tax Assessor/Collector	\$41,980.22	4.00%	\$43,659.37	\$43,659.37	\$1,679.21	\$0.00	\$1,679.21	10/7/2016
1446	13019	Tax Assessor/Collector	\$33,731.57	4.00%	\$35,080.74	\$35,080.74	\$1,349.26	\$0.00	\$1,349.26	10/7/2016
1464	12396	Tax Assessor/Collector	\$36,521.47	4.00%	\$37,982.24	\$37,982.24	\$1,460.86	\$0.00	\$1,460.86	10/7/2016
1436	3588	Tax Assessor/Collector	\$34,054.38	4.00%	\$35,416.45	\$35,416.45	\$1,362.17	\$0.00	\$1,362.17	10/7/2016
1445	12700	Tax Assessor/Collector	\$33,731.57	4.00%	\$35,080.72	\$35,080.72	\$1,349.26	\$0.00	\$1,349.26	10/7/2016
1462	12052	Tax Assessor/Collector	\$38,535.54	4.00%	\$40,076.85	\$40,076.85	\$1,541.42	\$0.00	\$1,541.42	10/7/2016
1437	13069	Tax Assessor/Collector	\$31,207.49	4.00%	\$32,455.68	\$32,455.68	\$1,248.30	\$0.00	\$1,248.30	10/7/2016

PCN POSITIONNB R	Employee Number	DEPARTMENT NAME	CURRENT SALARY	Merit Percentage	Requested Salary	HR Approved Salary	Merit Salary Amount	Lump Sum Merit	Merit Total	Effective Date
		<b>Tax Assessor/Collector Total</b>							<b>\$68,727.98</b>	
1709	13372	Veteran Services	\$40,127.98	3.00%	\$41,331.93	\$41,331.93	\$1,203.95	\$0.00	\$1,203.95	10/7/2016
1613	13186	Veteran Services	\$38,770.99	3.25%	\$40,031.16	\$40,031.16	\$1,260.16	\$0.00	\$1,260.16	10/7/2016
1614	12993	Veteran Services	\$31,513.25	3.00%	\$32,458.73	\$32,458.73	\$945.48	\$0.00	\$945.48	10/7/2016
1612	11448	Veteran Services	\$40,328.50	3.00%	\$41,538.39	\$41,538.39	\$1,209.90	\$0.00	\$1,209.90	10/7/2016
1615	5444	Veteran Services	\$70,337.28	3.50%	\$72,799.08	\$72,799.08	\$2,461.80	\$0.00	\$2,461.80	10/7/2016
		<b>Veteran Services Total</b>							<b>\$7,081.30</b>	
906	13081	Wireless Communication	\$51,717.74	4.00%	\$53,786.50	\$53,786.50	\$2,068.75	\$0.00	\$2,068.75	10/7/2016
1748	13356	Wireless Communication	\$51,971.30	4.00%	\$54,050.15	\$54,050.15	\$2,078.85	\$0.00	\$2,078.85	10/7/2016
905	12337	Wireless Communication	\$55,376.88	4.00%	\$57,591.93	\$57,591.93	\$2,215.05	\$0.00	\$2,215.05	10/7/2016
		<b>Wireless Communication Total</b>							<b>\$6,362.66</b>	
1728	11676	Conservation Fund	\$32,027.01	5.00%	\$33,628.42	\$33,628.42	\$1,601.35	\$0.00	\$1,601.35	10/7/2016
262	11124	Conservation Fund	\$58,307.86	5.00%	\$61,223.25	\$61,223.25	\$2,915.39	\$0.00	\$2,915.39	10/7/2016
		<b>Conservation Fund Total</b>							<b>\$4,516.75</b>	
737	11474	District Clerk	\$37,246.56	3.00%	\$38,363.96	\$38,363.96	\$1,117.40	\$0.00	\$1,117.40	10/7/2016
741	13690	District Clerk	\$32,311.97	3.00%	\$33,281.33	\$33,281.33	\$969.36	\$0.00	\$969.36	10/7/2016
748	10140	District Clerk	\$34,775.31	3.00%	\$35,818.57	\$35,818.57	\$1,043.26	\$0.00	\$1,043.26	10/7/2016
744	13016	District Clerk	\$33,103.41	3.00%	\$34,096.51	\$34,096.51	\$993.10	\$0.00	\$993.10	10/7/2016
758	10226	District Clerk	\$35,626.45	3.00%	\$36,695.24	\$36,695.24	\$1,068.79	\$0.00	\$1,068.79	10/7/2016
739	11812	District Clerk	\$35,626.45	3.00%	\$36,695.24	\$36,695.24	\$1,068.80	\$0.00	\$1,068.80	10/7/2016
753	11165	District Clerk	\$38,380.16	3.00%	\$39,531.56	\$39,531.56	\$1,151.41	\$0.00	\$1,151.41	10/7/2016
745	4783	District Clerk	\$44,935.28	3.00%	\$46,283.34	\$46,283.34	\$1,348.06	\$0.00	\$1,348.06	10/7/2016
756	13274	District Clerk	\$33,886.32	3.00%	\$34,902.91	\$34,902.91	\$1,016.59	\$0.00	\$1,016.59	10/7/2016
733	10751	District Clerk	\$41,288.62	3.00%	\$42,527.28	\$42,527.28	\$1,238.66	\$0.00	\$1,238.66	10/7/2016
735	10978	District Clerk	\$57,016.18	3.00%	\$58,726.67	\$58,726.67	\$1,710.49	\$0.00	\$1,710.49	10/7/2016
736	3493	District Clerk	\$68,549.00	3.00%	\$70,605.47	\$70,605.47	\$2,056.47	\$0.00	\$2,056.47	10/7/2016
738	11497	District Clerk	\$36,516.27	3.00%	\$37,611.76	\$37,611.76	\$1,095.49	\$0.00	\$1,095.49	10/7/2016
754	13694	District Clerk	\$30,908.80	3.00%	\$31,836.06	\$31,836.06	\$927.26	\$0.00	\$927.26	10/7/2016
757	4262	District Clerk	\$36,516.27	3.00%	\$37,611.76	\$37,611.76	\$1,095.49	\$0.00	\$1,095.49	10/7/2016
740	11460	District Clerk	\$34,244.50	3.00%	\$35,271.83	\$35,271.83	\$1,027.33	\$0.00	\$1,027.33	10/7/2016
742	12100	District Clerk	\$34,264.46	3.00%	\$35,292.40	\$35,292.40	\$1,027.93	\$0.00	\$1,027.93	10/7/2016
755	12351	District Clerk	\$33,915.23	3.00%	\$34,932.69	\$34,932.69	\$1,017.46	\$0.00	\$1,017.46	10/7/2016
747	13002	District Clerk	\$31,486.42	3.00%	\$32,431.01	\$32,431.01	\$944.59	\$0.00	\$944.59	10/7/2016
1192	13824	District Clerk	\$33,592.62	3.00%	\$34,600.40	\$34,600.40	\$1,007.78	\$0.00	\$1,007.78	10/7/2016
749	11476	District Clerk	\$33,598.86	3.00%	\$34,606.83	\$34,606.83	\$1,007.96	\$0.00	\$1,007.96	10/7/2016
743	10891	District Clerk	\$41,558.82	3.00%	\$42,805.58	\$42,805.58	\$1,246.76	\$0.00	\$1,246.76	10/7/2016
750	12605	District Clerk	\$31,031.52	3.00%	\$31,962.47	\$31,962.47	\$930.94	\$0.00	\$930.94	10/7/2016
734	4508	District Clerk	\$58,738.16	3.00%	\$60,500.30	\$60,500.30	\$1,762.14	\$0.00	\$1,762.14	10/7/2016
746	13878	District Clerk	\$34,992.05	3.00%	\$36,041.81	\$36,041.81	\$1,049.76	\$0.00	\$1,049.76	10/7/2016
		<b>District Clerk Total</b>							<b>\$28,923.28</b>	
950	11646	Information Systems	\$55,103.10	5.00%	\$57,858.26	\$57,858.26	\$2,755.16	\$0.00	\$2,755.16	10/7/2016
1629	13658	Information Systems	\$50,651.90	4.25%	\$52,804.61	\$52,804.61	\$2,152.71	\$0.00	\$2,152.71	10/7/2016
960	10471	Information Systems	\$71,662.24	5.00%	\$75,245.35	\$75,245.35	\$3,583.11	\$0.00	\$3,583.11	10/7/2016
953	10605	Information Systems	\$105,298.96	4.50%	\$110,037.41	\$110,037.41	\$4,738.45	\$0.00	\$4,738.45	10/7/2016
956	11933	Information Systems	\$49,881.52	3.75%	\$51,752.08	\$51,752.08	\$1,870.56	\$0.00	\$1,870.56	10/7/2016
964	4201	Information Systems	\$50,217.44	4.00%	\$52,226.25	\$52,226.25	\$2,008.70	\$0.00	\$2,008.70	10/7/2016

PCN POSITION NB R	Employee Number	DEPARTMENT NAME	CURRENT SALARY	Merit Percentage	Requested Salary	HR Approved Salary	Merit Salary Amount	Lump Sum Merit	Merit Total	Effective Date
1723	13339	Information Systems	\$43,668.14	4.50%	\$45,633.28	\$45,633.28	\$1,965.07	\$0.00	\$1,965.07	10/7/2016
955	13592	Information Systems	\$71,999.98	4.50%	\$75,239.98	\$75,239.98	\$3,240.00	\$0.00	\$3,240.00	10/7/2016
1757	12067	Information Systems	\$68,169.40	3.75%	\$70,725.75	\$70,725.75	\$2,556.35	\$0.00	\$2,556.35	10/7/2016
943	13391	Information Systems	\$30,293.54	4.00%	\$31,505.28	\$31,505.28	\$1,211.74	\$0.00	\$1,211.74	10/7/2016
944	5361	Information Systems	\$70,155.28	4.00%	\$72,961.49	\$72,961.49	\$2,806.21	\$0.00	\$2,806.21	10/7/2016
945	11552	Information Systems	\$71,081.92	4.00%	\$73,925.20	\$73,925.20	\$2,843.28	\$0.00	\$2,843.28	10/7/2016
946	11265	Information Systems	\$53,424.28	4.00%	\$55,561.25	\$55,561.25	\$2,136.97	\$0.00	\$2,136.97	10/7/2016
965	5075	Information Systems	\$73,207.42	4.00%	\$76,135.72	\$76,135.72	\$2,928.30	\$0.00	\$2,928.30	10/7/2016
967	13068	Information Systems	\$74,528.74	4.00%	\$77,509.89	\$77,509.89	\$2,981.15	\$0.00	\$2,981.15	10/7/2016
948	4036	Information Systems	\$66,870.96	4.25%	\$69,712.98	\$69,712.98	\$2,842.02	\$0.00	\$2,842.02	10/7/2016
963	11260	Information Systems	\$59,208.24	4.25%	\$61,724.59	\$60,292.70	\$1,084.46	\$1,431.89	\$2,516.35	10/7/2016
1628	12415	Information Systems	\$50,929.32	4.25%	\$53,093.82	\$53,093.82	\$2,164.50	\$0.00	\$2,164.50	10/7/2016
1682	1826	Information Systems	\$53,441.18	4.25%	\$55,712.43	\$55,712.43	\$2,271.25	\$0.00	\$2,271.25	10/7/2016
949	10352	Information Systems	\$60,572.46	4.50%	\$63,298.22	\$63,298.22	\$2,725.76	\$0.00	\$2,725.76	10/7/2016
957	10409	Information Systems	\$86,311.68	4.75%	\$90,411.48	\$90,411.48	\$4,099.80	\$0.00	\$4,099.80	10/7/2016
1756	4524	Information Systems	\$75,803.26	4.75%	\$79,403.91	\$79,403.91	\$3,600.65	\$0.00	\$3,600.65	10/7/2016
947	13107	Information Systems	\$48,239.88	5.00%	\$50,651.87	\$50,651.87	\$2,411.99	\$0.00	\$2,411.99	10/7/2016
1722	13349	Information Systems	\$61,806.42	5.00%	\$64,896.74	\$64,896.74	\$3,090.32	\$0.00	\$3,090.32	10/7/2016
88	1358	Information Systems	\$62,678.46	3.50%	\$64,872.21	\$64,872.21	\$2,193.75	\$0.00	\$2,193.75	10/7/2016
952	1682	Information Systems	\$102,107.46	3.50%	\$105,681.22	\$105,681.22	\$3,573.76	\$0.00	\$3,573.76	10/7/2016
959	4372	Information Systems	\$145,671.50	3.50%	\$150,770.00	\$150,770.00	\$5,098.50	\$0.00	\$5,098.50	10/7/2016
966	4383	Information Systems	\$89,648.00	3.50%	\$92,785.68	\$92,785.68	\$3,137.68	\$0.00	\$3,137.68	10/7/2016
954	4732	Information Systems	\$105,634.10	4.25%	\$110,123.55	\$110,123.55	\$4,489.45	\$0.00	\$4,489.45	10/7/2016
726	11832	Information Systems	\$43,672.10	4.25%	\$45,528.12	\$45,528.12	\$1,856.06	\$0.00	\$1,856.06	10/7/2016
89	11560	Information Systems	\$52,679.38	3.75%	\$54,654.86	\$54,654.86	\$1,975.48	\$0.00	\$1,975.48	10/7/2016
1755	13253	Information Systems	\$32,448.42	4.00%	\$33,746.29	\$33,746.29	\$1,297.93	\$0.00	\$1,297.93	10/7/2016
962	12324	Information Systems	\$48,663.26	2.25%	\$49,758.12	\$49,758.12	\$1,094.92	\$0.00	\$1,094.92	10/7/2016
958	12835	Information Systems	\$32,476.50	4.25%	\$33,856.70	\$33,856.70	\$1,380.25	\$0.00	\$1,380.25	10/7/2016
90	13805	Information Systems	\$39,571.38	3.50%	\$40,956.27	\$40,956.27	\$1,384.99	\$0.00	\$1,384.99	10/7/2016
1708	12013	Information Systems	\$58,808.10	3.50%	\$60,866.38	\$60,866.38	\$2,058.28	\$0.00	\$2,058.28	10/7/2016
968	12980	Information Systems	\$58,808.10	4.25%	\$61,307.44	\$61,307.44	\$2,499.34	\$0.00	\$2,499.34	10/7/2016
951	12158	Information Systems	\$64,923.30	4.50%	\$67,844.85	\$67,844.85	\$2,921.55	\$0.00	\$2,921.55	10/7/2016
		<b>Information Systems Total</b>							<b>\$100,462.35</b>	
1000	3222	Justice of the Peace 3	\$42,366.69	3.00%	\$43,637.80	\$42,597.88	\$231.19	\$1,039.92	\$1,271.11	10/7/2016
1716	12412	Justice of the Peace 3	\$33,219.89	3.00%	\$34,216.59	\$34,216.59	\$996.60	\$0.00	\$996.60	10/7/2016
998	13192	Justice of the Peace 3	\$34,291.50	3.00%	\$35,320.33	\$35,320.33	\$1,028.75	\$0.00	\$1,028.75	10/7/2016
1003	12742	Justice of the Peace 3	\$35,898.93	3.00%	\$36,975.98	\$36,975.98	\$1,076.97	\$0.00	\$1,076.97	10/7/2016
997	11721	Justice of the Peace 3	\$36,616.94	3.00%	\$37,715.50	\$37,715.50	\$1,098.51	\$0.00	\$1,098.51	10/7/2016
1006	11714	Justice of the Peace 3	\$40,721.20	3.00%	\$41,942.88	\$41,942.88	\$1,221.64	\$0.00	\$1,221.64	10/7/2016
92	10877	Justice of the Peace 3	\$47,052.20	3.00%	\$48,463.77	\$48,463.77	\$1,411.57	\$0.00	\$1,411.57	10/7/2016
93	11355	Justice of the Peace 3	\$54,591.16	3.00%	\$56,228.89	\$54,591.42	\$0.26	\$1,637.47	\$1,637.73	10/7/2016
95	1306	Justice of the Peace 3	\$73,465.08	3.00%	\$75,669.03	\$73,465.34	\$0.26	\$2,203.69	\$2,203.95	10/7/2016
1002	13234	Justice of the Peace 3	\$40,595.57	3.00%	\$41,813.44	\$41,813.44	\$1,217.87	\$0.00	\$1,217.87	10/7/2016
96	11892	Justice of the Peace 3	\$40,455.17	3.00%	\$41,668.80	\$41,668.80	\$1,213.65	\$0.00	\$1,213.65	10/7/2016
999	13711	Justice of the Peace 3	\$31,000.11	3.00%	\$31,930.01	\$31,930.01	\$930.00	\$0.00	\$930.00	10/7/2016
94	13220	Justice of the Peace 3	\$31,749.99	3.00%	\$32,702.49	\$32,702.49	\$952.50	\$0.00	\$952.50	10/7/2016

PCN POSITIONNB R	Employee Number	DEPARTMENT NAME	CURRENT SALARY	Merit Percentage	Requested Salary	HR Approved Salary	Merit Salary Amount	Lump Sum Merit	Merit Total	Effective Date
91	13354	Justice of the Peace 3	\$31,749.99	3.00%	\$32,702.49	\$32,702.49	\$952.50	\$0.00	\$952.50	10/7/2016
		<b>Justice of the Peace 3 Total</b>							<b>\$17,213.35</b>	
1037	11067	Juvenile Grant	\$46,153.74	4.00%	\$47,999.96	\$47,999.96	\$1,846.15	\$0.00	\$1,846.15	10/7/2016
1031	12265	Juvenile Grant	\$38,878.94	4.00%	\$40,434.12	\$40,434.12	\$1,555.16	\$0.00	\$1,555.16	10/7/2016
1042	11912	Juvenile Grant	\$39,544.34	4.00%	\$41,126.13	\$41,126.13	\$1,581.77	\$0.00	\$1,581.77	10/7/2016
1021	3402	Juvenile Grant	\$67,600.00	4.00%	\$70,304.00	\$70,304.00	\$2,704.00	\$0.00	\$2,704.00	10/7/2016
1022	11925	Juvenile Grant	\$47,872.66	4.00%	\$49,787.56	\$49,787.56	\$1,914.91	\$0.00	\$1,914.91	10/7/2016
1024	10660	Juvenile Grant	\$46,592.00	4.00%	\$48,455.68	\$48,455.68	\$1,863.68	\$0.00	\$1,863.68	10/7/2016
1027	13582	Juvenile Grant	\$35,476.48	4.00%	\$36,895.54	\$36,895.54	\$1,419.06	\$0.00	\$1,419.06	10/7/2016
1028	12280	Juvenile Grant	\$45,760.00	4.00%	\$47,590.40	\$47,590.40	\$1,830.40	\$0.00	\$1,830.40	10/7/2016
1030	2869	Juvenile Grant	\$51,478.34	4.00%	\$53,537.47	\$51,936.82	\$458.48	\$1,600.65	\$2,059.13	10/7/2016
1033	13229	Juvenile Grant	\$38,864.80	4.00%	\$40,419.39	\$40,419.39	\$1,554.59	\$0.00	\$1,554.59	10/7/2016
1034	13531	Juvenile Grant	\$44,720.00	4.00%	\$46,508.80	\$46,508.80	\$1,788.80	\$0.00	\$1,788.80	10/7/2016
1038	10209	Juvenile Grant	\$53,274.26	4.00%	\$55,405.23	\$55,405.23	\$2,130.97	\$0.00	\$2,130.97	10/7/2016
1040	1638	Juvenile Grant	\$55,968.38	4.00%	\$58,207.12	\$57,376.28	\$1,407.90	\$830.84	\$2,238.74	10/7/2016
1041	13115	Juvenile Grant	\$35,476.48	4.00%	\$36,895.54	\$36,895.54	\$1,419.06	\$0.00	\$1,419.06	10/7/2016
1045	13589	Juvenile Grant	\$35,476.48	4.00%	\$36,895.54	\$36,895.54	\$1,419.06	\$0.00	\$1,419.06	10/7/2016
1047	11871	Juvenile Grant	\$73,465.08	4.00%	\$76,403.68	\$73,465.34	\$0.26	\$2,938.34	\$2,938.60	10/7/2016
1193	13396	Juvenile Grant	\$42,640.00	4.00%	\$44,345.60	\$44,345.60	\$1,705.60	\$0.00	\$1,705.60	10/7/2016
1664	11997	Juvenile Grant	\$48,672.00	4.00%	\$50,618.88	\$50,618.88	\$1,946.88	\$0.00	\$1,946.88	10/7/2016
1665	13293	Juvenile Grant	\$48,672.00	5.00%	\$51,105.60	\$51,105.60	\$2,433.60	\$0.00	\$2,433.60	10/7/2016
1035	3437	Juvenile Grant	\$49,421.22	4.00%	\$51,398.04	\$51,398.04	\$1,976.85	\$0.00	\$1,976.85	10/7/2016
1036	13101	Juvenile Grant	\$43,000.05	2.00%	\$43,860.01	\$43,860.01	\$860.00	\$0.00	\$860.00	10/7/2016
1044	11459	Juvenile Grant	\$39,553.28	4.00%	\$41,135.32	\$41,135.32	\$1,582.13	\$0.00	\$1,582.13	10/7/2016
1029	12814	Juvenile Grant	\$45,167.20	5.00%	\$47,425.56	\$47,425.56	\$2,258.36	\$0.00	\$2,258.36	10/7/2016
		<b>Juvenile Grant Total</b>							<b>\$43,027.50</b>	
1108	3165	Juvenile Services	\$37,855.17	2.00%	\$38,612.38	\$38,612.38	\$757.11	\$0.00	\$757.11	10/7/2016
1050	4646	Juvenile Services	\$37,269.86	4.00%	\$38,760.74	\$38,760.74	\$1,490.80	\$0.00	\$1,490.80	10/7/2016
1069	11401	Juvenile Services	\$37,988.29	4.00%	\$39,507.91	\$39,507.91	\$1,519.53	\$0.00	\$1,519.53	10/7/2016
1101	4845	Juvenile Services	\$50,670.05	4.00%	\$52,696.94	\$52,696.94	\$2,026.81	\$0.00	\$2,026.81	10/7/2016
1110	5368	Juvenile Services	\$36,333.02	4.00%	\$37,786.43	\$37,786.43	\$1,453.32	\$0.00	\$1,453.32	10/7/2016
1114	12690	Juvenile Services	\$36,426.21	4.00%	\$37,883.32	\$37,883.32	\$1,457.05	\$0.00	\$1,457.05	10/7/2016
1098	11288	Juvenile Services	\$44,499.94	4.00%	\$46,280.00	\$46,280.00	\$1,780.00	\$0.00	\$1,780.00	10/7/2016
1099	12390	Juvenile Services	\$44,499.94	4.00%	\$46,280.00	\$46,280.00	\$1,780.00	\$0.00	\$1,780.00	10/7/2016
1138	10908	Juvenile Services	\$44,499.94	4.00%	\$46,280.00	\$46,280.00	\$1,780.00	\$0.00	\$1,780.00	10/7/2016
1131	12541	Juvenile Services	\$34,806.72	4.00%	\$36,199.05	\$36,199.05	\$1,392.27	\$0.00	\$1,392.27	10/7/2016
1161	1577	Juvenile Services	\$54,591.26	4.00%	\$56,774.96	\$56,774.96	\$2,183.65	\$0.00	\$2,183.65	10/7/2016
1084	13226	Juvenile Services	\$37,264.45	4.00%	\$38,755.07	\$38,755.07	\$1,490.58	\$0.00	\$1,490.58	10/7/2016
1149	5820	Juvenile Services	\$47,521.55	4.00%	\$49,422.46	\$49,422.46	\$1,900.86	\$0.00	\$1,900.86	10/7/2016
1170	10906	Juvenile Services	\$55,968.43	4.00%	\$58,207.21	\$57,376.28	\$1,407.85	\$830.93	\$2,238.78	10/7/2016
1137	5472	Juvenile Services	\$47,051.06	4.00%	\$48,933.12	\$48,933.12	\$1,882.04	\$0.00	\$1,882.04	10/7/2016
1032	13118	Juvenile Services	\$43,680.00	4.00%	\$45,427.20	\$45,427.20	\$1,747.20	\$0.00	\$1,747.20	10/7/2016
1053	12458	Juvenile Services	\$33,280.00	4.00%	\$34,611.20	\$34,611.20	\$1,331.20	\$0.00	\$1,331.20	10/7/2016
1058	13481	Juvenile Services	\$32,448.00	4.00%	\$33,745.92	\$33,745.92	\$1,297.92	\$0.00	\$1,297.92	10/7/2016
1059	4517	Juvenile Services	\$32,864.00	4.00%	\$34,178.56	\$34,178.56	\$1,314.56	\$0.00	\$1,314.56	10/7/2016
1062	12241	Juvenile Services	\$67,600.00	4.00%	\$70,304.00	\$70,304.00	\$2,704.00	\$0.00	\$2,704.00	10/7/2016

PCN POSITIONNB R	Employee Number	DEPARTMENT NAME	CURRENT SALARY	Merit Percentage	Requested Salary	HR Approved Salary	Merit Salary Amount	Lump Sum Merit	Merit Total	Effective Date
1072	13077	Juvenile Services	\$35,476.48	4.00%	\$36,895.54	\$36,895.54	\$1,419.06	\$0.00	\$1,419.06	10/7/2016
1075	13267	Juvenile Services	\$34,794.24	4.00%	\$36,186.01	\$36,186.01	\$1,391.77	\$0.00	\$1,391.77	10/7/2016
1082	13519	Juvenile Services	\$35,476.48	4.00%	\$36,895.54	\$36,895.54	\$1,419.06	\$0.00	\$1,419.06	10/7/2016
1083	13550	Juvenile Services	\$34,112.00	4.00%	\$35,476.48	\$35,476.48	\$1,364.48	\$0.00	\$1,364.48	10/7/2016
1085	11075	Juvenile Services	\$38,597.52	4.00%	\$40,141.42	\$40,141.42	\$1,543.90	\$0.00	\$1,543.90	10/7/2016
1089	1211	Juvenile Services	\$88,738.26	4.00%	\$92,287.79	\$89,488.62	\$750.36	\$2,799.17	\$3,549.53	10/7/2016
1094	13525	Juvenile Services	\$35,476.48	4.00%	\$36,895.54	\$36,895.54	\$1,419.06	\$0.00	\$1,419.06	10/7/2016
1096	13537	Juvenile Services	\$35,476.48	4.00%	\$36,895.54	\$36,895.54	\$1,419.06	\$0.00	\$1,419.06	10/7/2016
1103	3721	Juvenile Services	\$64,480.00	4.00%	\$67,059.20	\$67,059.20	\$2,579.20	\$0.00	\$2,579.20	10/7/2016
1104	10762	Juvenile Services	\$61,095.32	4.00%	\$63,539.13	\$63,539.13	\$2,443.81	\$0.00	\$2,443.81	10/7/2016
1107	13566	Juvenile Services	\$35,476.48	4.00%	\$36,895.54	\$36,895.54	\$1,419.06	\$0.00	\$1,419.06	10/7/2016
1116	13484	Juvenile Services	\$35,476.48	4.00%	\$36,895.54	\$36,895.54	\$1,419.06	\$0.00	\$1,419.06	10/7/2016
1117	13508	Juvenile Services	\$35,476.48	4.00%	\$36,895.54	\$36,895.54	\$1,419.06	\$0.00	\$1,419.06	10/7/2016
1121	13560	Juvenile Services	\$35,476.48	4.00%	\$36,895.54	\$36,895.54	\$1,419.06	\$0.00	\$1,419.06	10/7/2016
1126	11391	Juvenile Services	\$38,597.52	4.00%	\$40,141.42	\$40,141.42	\$1,543.90	\$0.00	\$1,543.90	10/7/2016
1129	13583	Juvenile Services	\$35,476.48	4.00%	\$36,895.54	\$36,895.54	\$1,419.06	\$0.00	\$1,419.06	10/7/2016
1130	13212	Juvenile Services	\$35,476.48	4.00%	\$36,895.54	\$36,895.54	\$1,419.06	\$0.00	\$1,419.06	10/7/2016
1142	13590	Juvenile Services	\$62,999.82	4.00%	\$65,519.81	\$65,519.81	\$2,519.99	\$0.00	\$2,519.99	10/7/2016
1144	2066	Juvenile Services	\$86,237.32	4.00%	\$89,686.81	\$89,488.62	\$3,251.30	\$198.19	\$3,449.49	10/7/2016
1145	5475	Juvenile Services	\$53,266.98	4.00%	\$55,397.66	\$55,397.66	\$2,130.68	\$0.00	\$2,130.68	10/7/2016
1147	13358	Juvenile Services	\$35,476.48	4.00%	\$36,895.54	\$36,895.54	\$1,419.06	\$0.00	\$1,419.06	10/7/2016
1150	11524	Juvenile Services	\$45,760.00	4.00%	\$47,590.40	\$47,590.40	\$1,830.40	\$0.00	\$1,830.40	10/7/2016
1151	13441	Juvenile Services	\$39,000.00	4.00%	\$40,560.00	\$40,560.00	\$1,560.00	\$0.00	\$1,560.00	10/7/2016
1156	12746	Juvenile Services	\$40,872.00	4.00%	\$42,506.88	\$42,506.88	\$1,634.88	\$0.00	\$1,634.88	10/7/2016
1157	13530	Juvenile Services	\$38,864.80	4.00%	\$40,419.39	\$40,419.39	\$1,554.59	\$0.00	\$1,554.59	10/7/2016
1158	13521	Juvenile Services	\$44,720.00	4.00%	\$46,508.80	\$46,508.80	\$1,788.80	\$0.00	\$1,788.80	10/7/2016
1160	12877	Juvenile Services	\$45,760.00	4.00%	\$47,590.40	\$47,590.40	\$1,830.40	\$0.00	\$1,830.40	10/7/2016
1163	12755	Juvenile Services	\$39,000.00	4.00%	\$40,560.00	\$40,560.00	\$1,560.00	\$0.00	\$1,560.00	10/7/2016
1164	2415	Juvenile Services	\$57,376.02	4.00%	\$59,671.06	\$57,376.28	\$0.26	\$2,294.78	\$2,295.04	10/7/2016
1165	11688	Juvenile Services	\$55,937.96	4.00%	\$58,175.48	\$57,376.28	\$1,438.32	\$799.20	\$2,237.52	10/7/2016
1171	2306	Juvenile Services	\$55,325.40	4.00%	\$57,538.42	\$57,376.28	\$2,050.88	\$162.14	\$2,213.02	10/7/2016
1172	5323	Juvenile Services	\$36,915.01	4.00%	\$38,391.61	\$38,391.61	\$1,476.60	\$0.00	\$1,476.60	10/7/2016
1177	3734	Juvenile Services	\$61,825.14	4.00%	\$64,298.15	\$63,390.90	\$1,565.76	\$907.25	\$2,473.01	10/7/2016
1739	13345	Juvenile Services	\$35,476.48	4.00%	\$36,895.54	\$36,895.54	\$1,419.06	\$0.00	\$1,419.06	10/7/2016
1060	5328	Juvenile Services	\$114,489.96	5.00%	\$120,214.46	\$120,214.46	\$5,724.50	\$0.00	\$5,724.50	10/7/2016
1143	4671	Juvenile Services	\$98,750.34	5.00%	\$103,687.86	\$103,687.86	\$4,937.52	\$0.00	\$4,937.52	10/7/2016
1169	13112	Juvenile Services	\$44,994.56	5.00%	\$47,244.29	\$47,244.29	\$2,249.73	\$0.00	\$2,249.73	10/7/2016
1616	10166	Juvenile Services	\$55,133.26	5.00%	\$57,889.92	\$57,889.92	\$2,756.66	\$0.00	\$2,756.66	10/7/2016
1068	13515	Juvenile Services	\$35,476.48	2.00%	\$36,186.01	\$36,186.01	\$709.53	\$0.00	\$709.53	10/7/2016
1073	11104	Juvenile Services	\$38,597.52	2.00%	\$39,369.47	\$39,369.47	\$771.95	\$0.00	\$771.95	10/7/2016
1128	13425	Juvenile Services	\$35,476.48	2.00%	\$36,186.01	\$36,186.01	\$709.53	\$0.00	\$709.53	10/7/2016
1135	12987	Juvenile Services	\$35,476.48	2.00%	\$36,186.01	\$36,186.01	\$709.53	\$0.00	\$709.53	10/7/2016
1178	11400	Juvenile Services	\$46,972.22	4.00%	\$48,851.09	\$48,851.09	\$1,878.89	\$0.00	\$1,878.89	10/7/2016
1086	12072	Juvenile Services	\$37,646.96	4.00%	\$39,152.82	\$39,152.82	\$1,505.88	\$0.00	\$1,505.88	10/7/2016
1140	3862	Juvenile Services	\$51,951.95	4.00%	\$54,030.01	\$54,030.01	\$2,078.08	\$0.00	\$2,078.08	10/7/2016
1051	11131	Juvenile Services	\$38,709.22	4.00%	\$40,257.54	\$40,257.54	\$1,548.37	\$0.00	\$1,548.37	10/7/2016

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1054	5804	Juvenile Services	\$34,220.99	4.00%	\$35,589.79	\$35,589.79	\$1,368.84	\$0.00	\$1,368.84	10/7/2016
1056	10767	Juvenile Services	\$32,570.10	4.00%	\$33,872.86	\$33,872.86	\$1,302.80	\$0.00	\$1,302.80	10/7/2016
1057	11525	Juvenile Services	\$34,220.99	4.00%	\$35,589.79	\$35,589.79	\$1,368.84	\$0.00	\$1,368.84	10/7/2016
1100	10598	Juvenile Services	\$46,988.03	4.00%	\$48,867.51	\$48,867.51	\$1,879.52	\$0.00	\$1,879.52	10/7/2016
1159	13211	Juvenile Services	\$43,000.05	4.00%	\$44,720.01	\$44,720.01	\$1,720.00	\$0.00	\$1,720.00	10/7/2016
1052	11437	Juvenile Services	\$35,429.06	4.00%	\$36,846.17	\$36,846.17	\$1,417.16	\$0.00	\$1,417.16	10/7/2016
1118	12245	Juvenile Services	\$39,152.88	4.00%	\$40,718.93	\$40,718.93	\$1,566.11	\$0.00	\$1,566.11	10/7/2016
1067	10863	Juvenile Services	\$38,792.62	4.00%	\$40,344.26	\$40,344.26	\$1,551.70	\$0.00	\$1,551.70	10/7/2016
1176	3275	Juvenile Services	\$43,762.37	4.00%	\$45,512.80	\$44,761.08	\$998.71	\$751.72	\$1,750.43	10/7/2016
1091	11113	Juvenile Services	\$39,789.98	4.00%	\$41,381.50	\$41,381.50	\$1,591.60	\$0.00	\$1,591.60	10/7/2016
1092	12829	Juvenile Services	\$36,790.62	4.00%	\$38,262.16	\$38,262.16	\$1,471.62	\$0.00	\$1,471.62	10/7/2016
1093	11469	Juvenile Services	\$40,570.19	4.00%	\$42,192.91	\$42,192.91	\$1,622.80	\$0.00	\$1,622.80	10/7/2016
1109	5069	Juvenile Services	\$40,570.19	4.00%	\$42,192.91	\$42,192.91	\$1,622.80	\$0.00	\$1,622.80	10/7/2016
1133	5212	Juvenile Services	\$40,570.19	4.00%	\$42,192.91	\$42,192.91	\$1,622.80	\$0.00	\$1,622.80	10/7/2016
1120	5580	Juvenile Services	\$40,570.19	2.00%	\$41,381.51	\$41,381.51	\$811.40	\$0.00	\$811.40	10/7/2016
1055	11692	Juvenile Services	\$36,171.62	4.00%	\$37,618.39	\$37,618.39	\$1,446.86	\$0.00	\$1,446.86	10/7/2016
1087	10899	Juvenile Services	\$39,553.28	4.00%	\$41,135.32	\$41,135.32	\$1,582.13	\$0.00	\$1,582.13	10/7/2016
1088	10900	Juvenile Services	\$39,553.28	4.00%	\$41,135.32	\$41,135.32	\$1,582.13	\$0.00	\$1,582.13	10/7/2016
1095	12019	Juvenile Services	\$39,553.28	4.00%	\$41,135.32	\$41,135.32	\$1,582.13	\$0.00	\$1,582.13	10/7/2016
1097	13516	Juvenile Services	\$35,831.33	4.00%	\$37,264.49	\$37,264.49	\$1,433.25	\$0.00	\$1,433.25	10/7/2016
1123	10969	Juvenile Services	\$39,553.28	4.00%	\$41,135.32	\$41,135.32	\$1,582.13	\$0.00	\$1,582.13	10/7/2016
1174	3115	Juvenile Services	\$47,187.30	4.00%	\$49,074.70	\$49,074.70	\$1,887.49	\$0.00	\$1,887.49	10/7/2016
1175	12151	Juvenile Services	\$41,679.25	4.00%	\$43,346.33	\$43,346.33	\$1,667.17	\$0.00	\$1,667.17	10/7/2016
1179	5471	Juvenile Services	\$43,664.19	4.00%	\$45,410.67	\$45,410.67	\$1,746.56	\$0.00	\$1,746.56	10/7/2016
1078	11229	Juvenile Services	\$39,553.28	2.00%	\$40,344.26	\$40,344.26	\$791.06	\$0.00	\$791.06	10/7/2016
1105	3159	Juvenile Services	\$44,780.53	2.00%	\$45,676.03	\$45,676.03	\$895.61	\$0.00	\$895.61	10/7/2016
1139	12734	Juvenile Services	\$44,499.94	4.00%	\$46,280.00	\$46,280.00	\$1,780.00	\$0.00	\$1,780.00	10/7/2016
1106	13426	Juvenile Services	\$35,831.33	4.00%	\$37,264.49	\$37,264.49	\$1,433.25	\$0.00	\$1,433.25	10/7/2016
1064	13534	Juvenile Services	\$43,103.84	5.00%	\$45,259.03	\$45,259.03	\$2,155.19	\$0.00	\$2,155.19	10/7/2016
1134	13269	Juvenile Services	\$35,831.33	4.00%	\$37,264.49	\$37,264.49	\$1,433.25	\$0.00	\$1,433.25	10/7/2016
		<b>Juvenile Services Total</b>							<b>\$166,774.21</b>	
189	10094	Magistrate Office	\$43,180.80	3.00%	\$44,476.22	\$44,476.22	\$1,295.42	\$0.00	\$1,295.42	10/7/2016
180	11863	Magistrate Office	\$35,268.52	3.00%	\$36,326.58	\$36,326.58	\$1,058.06	\$0.00	\$1,058.06	10/7/2016
181	12304	Magistrate Office	\$35,268.48	3.00%	\$36,326.53	\$36,326.53	\$1,058.05	\$0.00	\$1,058.05	10/7/2016
188	2271	Magistrate Office	\$75,854.48	4.00%	\$78,888.66	\$78,888.66	\$3,034.18	\$0.00	\$3,034.18	10/7/2016
1668	13352	Magistrate Office	\$75,415.08	3.00%	\$77,677.53	\$77,677.53	\$2,262.45	\$0.00	\$2,262.45	10/7/2016
1713	11465	Magistrate Office	\$48,217.00	3.00%	\$49,663.51	\$49,663.51	\$1,446.51	\$0.00	\$1,446.51	10/7/2016
182	13851	Magistrate Office	\$33,280.00	3.00%	\$34,278.40	\$34,278.40	\$998.40	\$0.00	\$998.40	10/7/2016
		<b>Magistrate Office Total</b>							<b>\$11,153.08</b>	
1500	13449	Unified Road Systems	\$44,264.69	4.97%	\$46,464.64	\$46,464.64	\$2,199.95	\$0.00	\$2,199.95	10/7/2016
1606	12593	Unified Road Systems	\$98,020.00	1.33%	\$99,320.00	\$99,320.00	\$1,300.00	\$0.00	\$1,300.00	10/7/2016
1512	1037	Unified Road Systems	\$65,792.48	1.15%	\$67,632.48	\$66,551.16	\$758.68	\$0.00	\$758.68	10/7/2016
1603	2877	Unified Road Systems	\$65,499.72	1.61%	\$67,099.72	\$66,551.16	\$1,051.44	\$0.00	\$1,051.44	10/7/2016
1550	13017	Unified Road Systems	\$34,999.95	3.50%	\$36,225.01	\$36,225.01	\$1,225.06	\$0.00	\$1,225.06	10/7/2016
1494	13134	Unified Road Systems	\$44,573.98	5.00%	\$46,802.68	\$46,802.68	\$2,228.70	\$0.00	\$2,228.70	10/7/2016
1518	13495	Unified Road Systems	\$32,500.00	5.00%	\$34,125.00	\$34,125.00	\$1,625.00	\$0.00	\$1,625.00	10/7/2016

PCN POSITIONNB R	Employee Number	DEPARTMENT NAME	CURRENT SALARY	Merit Percentage	Requested Salary	HR Approved Salary	Merit Salary Amount	Lump Sum Merit	Merit Total	Effective Date
1520	13461	Unified Road Systems	\$33,699.95	5.00%	\$35,384.99	\$35,384.99	\$1,685.04	\$0.00	\$1,685.04	10/7/2016
1534	13411	Unified Road Systems	\$33,699.95	5.00%	\$35,384.95	\$35,384.95	\$1,685.00	\$0.00	\$1,685.00	10/7/2016
1537	13410	Unified Road Systems	\$33,699.95	5.00%	\$35,384.99	\$35,384.99	\$1,685.04	\$0.00	\$1,685.04	10/7/2016
1543	5903	Unified Road Systems	\$33,500.06	5.00%	\$35,175.00	\$35,175.00	\$1,674.94	\$0.00	\$1,674.94	10/7/2016
1548	13409	Unified Road Systems	\$33,699.95	5.00%	\$35,384.99	\$35,384.99	\$1,685.04	\$0.00	\$1,685.04	10/7/2016
1552	13605	Unified Road Systems	\$32,500.00	5.00%	\$34,125.00	\$34,125.00	\$1,625.00	\$0.00	\$1,625.00	10/7/2016
1561	13343	Unified Road Systems	\$33,699.95	5.00%	\$35,384.99	\$35,384.99	\$1,685.04	\$0.00	\$1,685.04	10/7/2016
1562	13554	Unified Road Systems	\$34,199.98	5.00%	\$35,910.01	\$35,910.01	\$1,710.02	\$0.00	\$1,710.02	10/7/2016
1588	12014	Unified Road Systems	\$32,500.00	5.00%	\$34,125.00	\$34,125.00	\$1,625.00	\$0.00	\$1,625.00	10/7/2016
1591	12208	Unified Road Systems	\$33,500.06	5.00%	\$35,175.00	\$35,175.00	\$1,674.94	\$0.00	\$1,674.94	10/7/2016
1596	13546	Unified Road Systems	\$36,492.35	5.00%	\$38,316.90	\$38,316.90	\$1,824.55	\$0.00	\$1,824.55	10/7/2016
1598	13497	Unified Road Systems	\$33,500.06	5.00%	\$35,175.00	\$35,175.00	\$1,674.94	\$0.00	\$1,674.94	10/7/2016
1599	5607	Unified Road Systems	\$32,500.00	5.00%	\$34,125.00	\$34,125.00	\$1,625.00	\$0.00	\$1,625.00	10/7/2016
1602	13585	Unified Road Systems	\$33,500.06	5.00%	\$35,175.00	\$35,175.00	\$1,674.94	\$0.00	\$1,674.94	10/7/2016
1610	13496	Unified Road Systems	\$33,500.06	5.00%	\$35,175.00	\$35,175.00	\$1,674.94	\$0.00	\$1,674.94	10/7/2016
1621	13337	Unified Road Systems	\$32,500.00	5.00%	\$34,125.00	\$34,125.00	\$1,625.00	\$0.00	\$1,625.00	10/7/2016
1655	13184	Unified Road Systems	\$33,699.95	5.00%	\$35,384.99	\$35,384.99	\$1,685.04	\$0.00	\$1,685.04	10/7/2016
1656	13329	Unified Road Systems	\$33,699.95	5.00%	\$35,384.99	\$35,384.99	\$1,685.04	\$0.00	\$1,685.04	10/7/2016
1671	13725	Unified Road Systems	\$32,500.00	5.00%	\$34,125.00	\$34,125.00	\$1,625.00	\$0.00	\$1,625.00	10/7/2016
1702	13785	Unified Road Systems	\$32,500.00	5.00%	\$34,125.00	\$34,125.00	\$1,625.00	\$0.00	\$1,625.00	10/7/2016
1495	4100	Unified Road Systems	\$80,736.50	2.97%	\$83,136.50	\$83,136.50	\$2,400.00	\$0.00	\$2,400.00	10/7/2016
1496	2729	Unified Road Systems	\$55,903.64	2.15%	\$57,103.54	\$57,103.54	\$1,199.90	\$0.00	\$1,199.90	10/7/2016
1501	12289	Unified Road Systems	\$85,944.04	3.61%	\$89,044.04	\$89,044.04	\$3,100.00	\$0.00	\$3,100.00	10/7/2016
1503	11120	Unified Road Systems	\$54,239.90	2.49%	\$55,589.90	\$55,589.90	\$1,350.00	\$0.00	\$1,350.00	10/7/2016
1504	1772	Unified Road Systems	\$56,605.90	2.50%	\$58,020.90	\$58,020.90	\$1,415.00	\$0.00	\$1,415.00	10/7/2016
1505	3281	Unified Road Systems	\$54,239.90	2.49%	\$55,589.90	\$55,589.90	\$1,350.00	\$0.00	\$1,350.00	10/7/2016
1506	4802	Unified Road Systems	\$55,539.64	3.42%	\$57,439.64	\$57,439.64	\$1,900.00	\$0.00	\$1,900.00	10/7/2016
1507	10905	Unified Road Systems	\$55,500.64	3.42%	\$57,400.64	\$57,400.64	\$1,900.00	\$0.00	\$1,900.00	10/7/2016
1508	13498	Unified Road Systems	\$61,499.88	3.50%	\$63,651.88	\$63,651.88	\$2,152.00	\$0.00	\$2,152.00	10/7/2016
1509	5839	Unified Road Systems	\$55,500.64	3.42%	\$57,400.64	\$57,400.64	\$1,900.00	\$0.00	\$1,900.00	10/7/2016
1511	5532	Unified Road Systems	\$57,781.98	2.42%	\$59,181.91	\$59,181.91	\$1,399.93	\$0.00	\$1,399.93	10/7/2016
1515	12809	Unified Road Systems	\$36,036.00	3.61%	\$37,336.00	\$37,336.00	\$1,300.00	\$0.00	\$1,300.00	10/7/2016
1521	13802	Unified Road Systems	\$34,499.92	4.35%	\$36,000.00	\$36,000.00	\$1,500.08	\$0.00	\$1,500.08	10/7/2016
1523	10967	Unified Road Systems	\$36,450.75	3.57%	\$37,750.69	\$37,750.69	\$1,299.94	\$0.00	\$1,299.94	10/7/2016
1524	12724	Unified Road Systems	\$35,487.92	3.52%	\$36,737.98	\$36,737.98	\$1,250.06	\$0.00	\$1,250.06	10/7/2016
1525	5087	Unified Road Systems	\$35,012.02	2.86%	\$36,012.08	\$36,012.08	\$1,000.06	\$0.00	\$1,000.06	10/7/2016
1526	12529	Unified Road Systems	\$34,119.90	3.52%	\$35,320.01	\$35,320.01	\$1,200.11	\$0.00	\$1,200.11	10/7/2016
1527	11542	Unified Road Systems	\$38,850.03	3.47%	\$40,200.03	\$40,200.03	\$1,350.00	\$0.00	\$1,350.00	10/7/2016
1528	11236	Unified Road Systems	\$35,166.14	2.84%	\$36,166.10	\$36,166.10	\$999.96	\$0.00	\$999.96	10/7/2016
1530	13012	Unified Road Systems	\$34,999.95	3.71%	\$36,300.01	\$36,300.01	\$1,300.06	\$0.00	\$1,300.06	10/7/2016
1531	11322	Unified Road Systems	\$35,766.02	2.80%	\$36,766.10	\$36,766.10	\$1,000.08	\$0.00	\$1,000.08	10/7/2016
1538	12009	Unified Road Systems	\$35,166.14	3.41%	\$36,366.10	\$36,366.10	\$1,199.96	\$0.00	\$1,199.96	10/7/2016
1540	13127	Unified Road Systems	\$32,500.00	3.50%	\$33,637.50	\$33,637.50	\$1,137.50	\$0.00	\$1,137.50	10/7/2016
1542	10500	Unified Road Systems	\$36,154.56	3.50%	\$37,419.50	\$37,419.50	\$1,264.94	\$0.00	\$1,264.94	10/7/2016
1544	12341	Unified Road Systems	\$37,830.83	2.64%	\$38,830.77	\$38,830.77	\$999.94	\$0.00	\$999.94	10/7/2016
1545	11628	Unified Road Systems	\$37,830.83	2.64%	\$38,830.77	\$38,830.77	\$999.94	\$0.00	\$999.94	10/7/2016

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1546	5304	Unified Road Systems	\$40,063.30	2.50%	\$41,063.21	\$41,063.21	\$999.91	\$0.00	\$999.91	10/7/2016
1547	5063	Unified Road Systems	\$39,494.42	3.54%	\$40,894.40	\$40,894.40	\$1,399.98	\$0.00	\$1,399.98	10/7/2016
1551	11393	Unified Road Systems	\$40,180.82	2.50%	\$41,184.80	\$41,184.80	\$1,003.98	\$0.00	\$1,003.98	10/7/2016
1553	11475	Unified Road Systems	\$39,829.30	2.51%	\$40,829.28	\$40,829.28	\$999.98	\$0.00	\$999.98	10/7/2016
1554	11187	Unified Road Systems	\$35,126.42	2.85%	\$36,126.50	\$36,126.50	\$1,000.08	\$0.00	\$1,000.08	10/7/2016
1555	13114	Unified Road Systems	\$32,500.00	3.08%	\$33,500.00	\$33,500.00	\$1,000.00	\$0.00	\$1,000.00	10/7/2016
1556	10726	Unified Road Systems	\$37,354.51	3.48%	\$38,654.49	\$38,654.49	\$1,299.98	\$0.00	\$1,299.98	10/7/2016
1558	11458	Unified Road Systems	\$36,476.54	3.50%	\$37,751.50	\$37,751.50	\$1,274.96	\$0.00	\$1,274.96	10/7/2016
1559	4399	Unified Road Systems	\$36,149.57	3.50%	\$37,414.48	\$37,414.48	\$1,264.91	\$0.00	\$1,264.91	10/7/2016
1560	11130	Unified Road Systems	\$36,149.57	3.32%	\$37,349.48	\$37,349.48	\$1,199.91	\$0.00	\$1,199.91	10/7/2016
1565	13029	Unified Road Systems	\$39,571.79	3.50%	\$40,956.77	\$40,956.77	\$1,384.98	\$0.00	\$1,384.98	10/7/2016
1566	5065	Unified Road Systems	\$39,822.02	2.51%	\$40,822.02	\$40,822.02	\$1,000.00	\$0.00	\$1,000.00	10/7/2016
1567	12231	Unified Road Systems	\$44,532.38	3.50%	\$46,090.40	\$46,090.40	\$1,558.02	\$0.00	\$1,558.02	10/7/2016
1568	1291	Unified Road Systems	\$35,830.70	3.49%	\$37,080.77	\$37,080.77	\$1,250.07	\$0.00	\$1,250.07	10/7/2016
1569	11380	Unified Road Systems	\$42,220.05	3.55%	\$43,720.15	\$43,720.15	\$1,500.10	\$0.00	\$1,500.10	10/7/2016
1570	11668	Unified Road Systems	\$43,680.21	2.50%	\$44,770.10	\$44,770.10	\$1,089.89	\$0.00	\$1,089.89	10/7/2016
1571	10491	Unified Road Systems	\$38,930.94	3.47%	\$40,280.90	\$40,280.90	\$1,349.96	\$0.00	\$1,349.96	10/7/2016
1572	4400	Unified Road Systems	\$39,822.02	3.52%	\$41,222.01	\$41,222.01	\$1,399.99	\$0.00	\$1,399.99	10/7/2016
1573	5088	Unified Road Systems	\$40,971.01	2.50%	\$41,995.01	\$41,995.01	\$1,024.00	\$0.00	\$1,024.00	10/7/2016
1574	4472	Unified Road Systems	\$39,822.02	2.51%	\$40,822.02	\$40,822.02	\$1,000.00	\$0.00	\$1,000.00	10/7/2016
1575	4031	Unified Road Systems	\$39,822.02	3.52%	\$41,222.02	\$41,222.02	\$1,400.00	\$0.00	\$1,400.00	10/7/2016
1576	4966	Unified Road Systems	\$39,822.02	4.02%	\$41,422.02	\$41,422.02	\$1,600.00	\$0.00	\$1,600.00	10/7/2016
1577	10998	Unified Road Systems	\$38,930.94	2.57%	\$39,930.90	\$39,930.90	\$999.96	\$0.00	\$999.96	10/7/2016
1578	3022	Unified Road Systems	\$38,930.94	2.57%	\$39,930.90	\$39,930.90	\$999.96	\$0.00	\$999.96	10/7/2016
1579	3968	Unified Road Systems	\$40,089.09	2.50%	\$41,091.00	\$41,091.00	\$1,001.91	\$0.00	\$1,001.91	10/7/2016
1580	1538	Unified Road Systems	\$43,921.49	2.28%	\$44,921.40	\$44,921.40	\$999.91	\$0.00	\$999.91	10/7/2016
1582	10651	Unified Road Systems	\$39,671.84	2.52%	\$40,671.88	\$40,671.88	\$1,000.04	\$0.00	\$1,000.04	10/7/2016
1583	11669	Unified Road Systems	\$41,410.51	3.38%	\$42,810.53	\$42,810.53	\$1,400.02	\$0.00	\$1,400.02	10/7/2016
1584	4024	Unified Road Systems	\$43,755.92	3.43%	\$45,255.98	\$45,255.98	\$1,500.06	\$0.00	\$1,500.06	10/7/2016
1585	2112	Unified Road Systems	\$42,756.06	2.46%	\$43,805.98	\$43,805.98	\$1,049.92	\$0.00	\$1,049.92	10/7/2016
1586	13133	Unified Road Systems	\$44,573.98	3.50%	\$46,133.98	\$46,133.98	\$1,560.00	\$0.00	\$1,560.00	10/7/2016
1587	3328	Unified Road Systems	\$46,641.50	2.47%	\$47,791.59	\$47,791.59	\$1,150.09	\$0.00	\$1,150.09	10/7/2016
1589	3227	Unified Road Systems	\$43,656.08	2.50%	\$44,746.00	\$44,746.00	\$1,089.92	\$0.00	\$1,089.92	10/7/2016
1590	3397	Unified Road Systems	\$42,460.50	3.53%	\$43,960.56	\$43,960.56	\$1,500.06	\$0.00	\$1,500.06	10/7/2016
1593	3966	Unified Road Systems	\$44,978.13	2.50%	\$46,103.21	\$46,103.21	\$1,125.08	\$0.00	\$1,125.08	10/7/2016
1594	5884	Unified Road Systems	\$43,996.37	3.41%	\$45,496.37	\$45,496.37	\$1,500.00	\$0.00	\$1,500.00	10/7/2016
1595	11072	Unified Road Systems	\$43,672.10	2.29%	\$44,672.01	\$44,672.01	\$999.91	\$0.00	\$999.91	10/7/2016
1597	1456	Unified Road Systems	\$50,170.02	3.39%	\$51,870.02	\$51,870.02	\$1,700.00	\$0.00	\$1,700.00	10/7/2016
1600	2725	Unified Road Systems	\$52,239.98	2.50%	\$53,545.98	\$53,545.98	\$1,306.00	\$0.00	\$1,306.00	10/7/2016
1601	3313	Unified Road Systems	\$46,841.60	3.42%	\$48,441.56	\$48,441.56	\$1,599.96	\$0.00	\$1,599.96	10/7/2016
1604	12382	Unified Road Systems	\$105,894.36	3.49%	\$109,594.36	\$109,594.36	\$3,700.00	\$0.00	\$3,700.00	10/7/2016
1605	13704	Unified Road Systems	\$75,000.12	3.50%	\$77,625.12	\$77,625.12	\$2,625.00	\$0.00	\$2,625.00	10/7/2016
1607	1640	Unified Road Systems	\$62,422.36	3.20%	\$64,422.36	\$64,422.36	\$2,000.00	\$0.00	\$2,000.00	10/7/2016
1608	13767	Unified Road Systems	\$93,999.88	2.55%	\$96,400.00	\$96,400.00	\$2,400.12	\$0.00	\$2,400.12	10/7/2016
1609	13720	Unified Road Systems	\$93,999.88	4.04%	\$97,799.88	\$97,799.88	\$3,800.00	\$0.00	\$3,800.00	10/7/2016
1611	13399	Unified Road Systems	\$87,999.86	2.73%	\$90,399.86	\$90,399.86	\$2,400.00	\$0.00	\$2,400.00	10/7/2016

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1622	13389	Unified Road Systems	\$53,199.95	2.44%	\$54,499.99	\$54,499.99	\$1,300.04	\$0.00	\$1,300.04	10/7/2016
1658	13001	Unified Road Systems	\$94,400.02	2.54%	\$96,800.02	\$96,800.02	\$2,400.00	\$0.00	\$2,400.00	10/7/2016
1669	13668	Unified Road Systems	\$32,500.00	4.62%	\$34,000.00	\$34,000.00	\$1,500.00	\$0.00	\$1,500.00	10/7/2016
1751	13463	Unified Road Systems	\$61,499.88	3.50%	\$63,651.88	\$63,651.88	\$2,152.00	\$0.00	\$2,152.00	10/7/2016
1510	1891	Unified Road Systems	\$53,460.37	1.87%	\$54,460.63	\$54,460.63	\$1,000.26	\$0.00	\$1,000.26	10/7/2016
<b>Unified Road Systems Total</b>									<b>\$156,473.73</b>	
<b>Grand Total</b>									<b>\$1,632,178.27</b>	

**Commissioners Court - Regular Session**

7.

**Meeting Date:** 10/04/2016

Treasurer Report August 2016

**Submitted For:** Jerri Jones

**Submitted By:** Jerri Jones, County Treasurer

**Department:** County Treasurer

**Agenda Category:** Consent

---

**Information**

**Agenda Item**

Discuss, consider and take any appropriate action regarding approval or ratification of monthly Treasurer Report on Williamson County Finances for August 2016 pursuant to Texas Local Government Code § 114.026.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

[Treasurer Report August 2016](#)

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**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Jerri Jones

Final Approval Date: 09/29/2016

**Reviewed By**

Wendy Coco

**Date**

09/29/2016 10:17 AM

Started On: 09/29/2016 09:46 AM

TREASURER'S REPORT ON THE WILLIAMSON COUNTY FINANCES

IN THE MATTER OF COUNTY FINANCES  
IN THE HANDS OF JERRI L. JONES  
TREASURER OF WILLIAMSON COUNTY, TEXAS

COMMISSIONERS' COURT  
WILLIAMSON COUNTY, TEXAS  
IN REGULAR SESSION  
OCTOBER TERM 2016

IN ACCORDANCE with Section 114.026, Local Government Code, we the undersigned, constituting the entire Commissioners Court of said County, certify that on the 4th day of October, 2016, at the Regular term of Court, we compared and examined the monthly report of JERRI L. JONES, Treasurer of Williamson County, Texas, for **AUGUST 2016**, and finding the same correct, entered an order in the Minutes approving said Report, which states total cash and other assets on hand as \$457,185,025.86.

\_\_\_\_\_  
Dan A. Gattis, County Judge

\_\_\_\_\_  
Lisa Birkman, Commissioner Pct. 1

\_\_\_\_\_  
Cynthia Long, Commissioner Pct. 2

\_\_\_\_\_  
Valerie Covey, Commissioner Pct. 3

SWORN TO AND SUBSCRIBED BEFORE ME, by Dan A. Gattis, County Judge, and County Commissioners of said Williamson County, each respectively, on this the \_\_\_\_\_ day \_\_\_\_\_, A.D., 2016.

\_\_\_\_\_  
Attest: Nancy E. Rister, County Clerk  
Clerk of the Commissioners Court in and for  
Williamson County, Texas

\_\_\_\_\_  
By: Deputy

AGENDA DATE \_\_\_\_\_ AGENDA NUMBER \_\_\_\_\_

WILLIAMSON COUNTY  
Statement of Cash Receipts & Disbursements - Summary  
Current Period: AUG-16

Currency: USD  
Entity=01 (Williamson County)

	Beginning Balance	Receipts	Disbursements	Ending Balance
<b>General Operating</b>				
Cash	4,212,981.17	131,196,536.93	135,465,276.61	(55,758.51)
Investments - TexPool	89,124,410.48	34,493,801.80	50,388,157.60	73,230,054.68
Investments	313,115,582.04	26,095,621.44	48,001,877.23	291,209,326.25
Investments - TexStar	5,933,310.17	1,683.78	1,750,000.00	4,184,993.95
Investments - Logic	77,014,199.73	31,137,239.91	26,743,735.22	81,407,704.42
<b>Total General Operating</b>	<b>489,400,483.59</b>	<b>222,924,883.86</b>	<b>262,349,046.66</b>	<b>449,976,320.79</b>
<b>Payroll Fund</b>				
Cash	1,448,983.96	15,507,192.24	11,329,299.82	5,626,876.38
<b>Total Payroll Fund</b>	<b>1,448,983.96</b>	<b>15,507,192.24</b>	<b>11,329,299.82</b>	<b>5,626,876.38</b>
<b>SO Commissary Fund</b>				
Cash	1,075,914.67			1,075,914.67
Investments - Texpool	505,914.02			505,914.02
<b>Total SO Commissary Fund</b>	<b>1,581,828.69</b>			<b>1,581,828.69</b>
<b>Grand Total</b>	<b>492,431,296.24</b>	<b>238,432,076.10</b>	<b>273,678,346.48</b>	<b>457,185,025.86</b>

WILLIAMSON COUNTY  
Statement of Cash Receipts & Disbursements  
Current Period: AUG-16

Currency: USD  
Entity=01 (Williamson County)

Object Fund	Beginning Balance	Receipts	Disbursements	Ending Balance
101000 0100 GENERAL FUND	(3,346,653.09)	39,329,386.95	39,079,358.95	(3,096,625.09)
101000 0200 ROAD & BRIDGE GENERAL FUND	(3,498,860.86)	1,176,108.48	3,203,869.95	(5,526,622.33)
101000 0205 RD & BRIDGE SPECIAL PROJECTS	(13,625.68)	1,000.00	500.00	(13,125.68)
101000 0250 PASS THRU FUNDING PROGRAM	54,951.85	1,750,000.00	1,750,342.03	54,609.82
101000 0310 WM-FUTURE ENVIRONMENTAL LIAB	246,193.59			246,193.59
101000 0311 WM-MASTER SITE DEVELOPMENT	540,393.83			540,393.83
101000 0312 WM-COMMUNITY SITE DEVELOPMENT	416,153.19		33,000.00	383,153.19
101000 0313 WM-CITY OF HUTTO & HUTTO ISD	388,227.53			388,227.53
101000 0340 TOBACCO FUND	69,922.36			69,922.36
101000 0350 LAW LIBRARY FUND	28,027.76	38,795.78	35,074.31	31,749.23
101000 0353 JP #3 TEEN COURT PROGRAM	135.16	3,100.00	1,550.00	1,685.16
101000 0355 COURT REPORTER SERVICE FUND	64,017.22	19,153.86	16,240.01	66,931.07
101000 0360 COURTHOUSE SECURITY FUND	62,139.96	38,875.10	40,458.91	60,556.15
101000 0361 JP SECURITY FUND	125,695.35	2,051.40	1,064.19	126,682.56
101000 0365 CHILD SAFETY FUND	182,473.06	135,054.24	67,585.96	249,941.34
101000 0366 CHILD ABUSE PREVENTION FUND	142.53	103.92	51.96	194.49
101000 0367 JP #3 TRUANCY PROGRAM FD	106,443.54	6,107.68	6,715.73	105,835.49
101000 0368 JP #2 TRUANCY PROGRAM FD	67,560.03	1,109.64	554.82	68,114.85
101000 0369 JP #4 TRUANCY PROGRAM FD	77,504.85	2,889.48	1,444.74	78,949.59
101000 0370 ALTERNATE DISPUTE RESOLUTION FUND	70,557.90	3,800.60	1,900.30	72,458.20
101000 0371 JUV DELIQ PREV PD-GEARFITH	8,169.67			8,169.67
101000 0372 JUSTICE COURT TECHNOLOGY FUND	3,084.15	8,222.82	9,234.72	2,072.25
101000 0373 JP #1 TRUANCY PROGRAM FD	24,195.83	807.20	401.10	24,601.93
101000 0374 CTY & DIST CT TECHNOLOGY FUND	70,852.50	2,140.24	1,070.12	71,922.62
101000 0375 ELECTION SRVS CONTRACT FD	114,646.79	102,227.68	53,976.85	162,897.62
101000 0376 SURPLUS ELECTIONS CONTRACT FUND	245,119.00		21,540.00	223,579.00
101000 0377 ELECTION CHAPTER 19 FUND	(1,650.00)	103,820.00	110,600.11	(8,430.11)
101000 0378 ELECTION HAVA - TITLE II	452,551.65			452,551.65
101000 0380 PROBATE COURT FUND	48,413.87	1,019.96	2,185.70	47,248.13
101000 0381 GUARDIANSHIP FUND	122,130.65	4,199.86	2,099.93	124,230.58
101000 0382 SPECIALTY COURTS FUND	144,240.53	1,212.20	1,237.04	144,215.69
101000 0384 RCDS ARCHIVE FUND - CO CLERK	174,376.49	116,200.00	118,427.45	172,149.04
101000 0385 RCDS MGMT/PRSRV FD-CO CLERK	84,810.02	242,189.92	194,133.70	132,866.24
101000 0386 RCDS MGMT/PRSRV FD-DIST CLERK	185,647.52	5,241.54	7,372.67	183,516.39
101000 0387 RCDS TECHNOLOGY FUND-DIST CLERK	248,421.55	9,790.22	4,895.11	253,316.66
101000 0388 COURT RCDS PRESERVATION FUND	455,179.92	13,708.88	6,854.44	462,034.36
101000 0390 RCDS MGMT/PRSRV FD-CO WIDE	91,251.02	20,237.52	20,449.55	91,038.99
101000 0399 STATE AGENCY FUND	253,850.55	496,010.34	248,112.27	501,748.62
101000 0406 CO ATTY HOT CHECK FUND	5,989.69	2,041.72	1,020.86	7,010.55
101000 0407 D/A WELFARE FRAUD FUND	1,338.50			1,338.50
101000 0408 D/A ASSET FORFEITURES	117,245.90		2,569.95	114,675.95
101000 0410 CO SHRF ASSET FORFEITURES	438,272.33	24,864.02	17,435.68	445,700.67
101000 0490 EMPLOYEE FUND	60,468.56	251.01	89.00	60,630.57
101000 0503 OUT OF ST/ICE INMATE BILL FD	1,553,591.56	3,228,254.00	3,183,408.56	1,598,437.00
101000 0507 WC RADIO COMMUNICATION SYSTEM	220,829.77	232,064.18	264,015.01	188,878.94
101000 0508 WMSN CO CONSERVATION FUND	246,528.88		35,084.21	211,444.67
101000 0512 AVAILABLE SCHOOL FUND	39.26			39.26
101000 0515 APPELLATE JUDICIAL SYS FD	2,906.16	6,454.52	6,133.42	3,227.26

WILLIAMSON COUNTY  
Statement of Cash Receipts & Disbursements  
Current Period: AUG-16

Currency: USD  
Entity=01 (Williamson County)

Object Fund	Beginning Balance	Receipts	Disbursements	Ending Balance
101000 0545 REGIONAL ANIMAL SHELTER	(94,598.36)	299,062.90	296,194.07	(91,729.53)
101000 0546 REG ANIMAL SHELTER DONATION FUND	333,715.08	32,960.52	30,320.97	336,354.63
101000 0571 JJAEP TIER II FUNDING	338,547.55	37,840.00	21,123.35	355,264.20
101000 0600 DEBT SERVICE-COUNTY WIDE	793,042.45	34,166,484.84	34,616,106.99	343,420.30
101000 0636 WC HISTORICAL COMMISSION PROGRAM FUND	8,552.94		105.00	8,447.94
101000 0777 CAPITAL PROJECTS FUND	2,341,465.86	43,492,217.32	45,779,386.94	54,296.24
101000 0852 AVERY RANCH FUND	1,393.26	2,105,893.24	2,106,644.12	642.38
101000 0853 PEARSON PLACE RD DIST OPERATING FUND			5,315.00	(5,315.00)
101000 0875 SO COMMISSARY FUND	1,075,914.67			1,075,914.67
101000 0880 PAYROLL FUND	1,448,983.96	15,507,192.24	11,329,299.82	5,626,876.38
101000 0882 FLEET MAINTENANCE	878,060.54	289,980.81	333,808.30	834,233.05
101000 0885 WSMN CO BENEFITS FUND	(262,163.29)	1,907,876.50	1,941,915.78	(296,202.57)
101000 0999 INDIRECT PROJECTS/GRANTS FD	(1,139,337.26)	1,735,725.84	1,782,296.78	(1,185,908.20)
Total Cash	6,737,879.80	146,703,729.17	146,794,576.43	6,647,032.54
151000 0100 GENERAL FUND	37,932.34	126.74		38,059.08
151000 0200 ROAD & BRIDGE GENERAL FUND	24,579.68	7.78		24,587.46
151000 0340 TOBACCO FUND	8,450.52	2.77		8,453.29
151000 0350 LAW LIBRARY FUND	302,090.41	95.89		302,186.30
151000 0355 COURT REPORTER SERVICE FUND	1,090,385.51	346.12		1,090,731.63
151000 0360 COURTHOUSE SECURITY FUND	128,091.94	40.66		128,132.60
151000 0365 CHILD SAFETY FUND	366,058.64	116.16	114.64	366,060.16
151000 0370 ALTERNATE DISPUTE RESOLUTION FUND	220,779.88	70.08		220,849.96
151000 0372 JUSTICE COURT TECHNOLOGY FUND	463,568.07	147.13		463,715.20
151000 0384 RCDS ARCHIVE FUND - CO CLERK	1,912,657.13	607.10		1,913,264.23
151000 0385 RCDS MGMT/PRSRV FD-CO CLERK	1,883,293.60	597.76		1,883,891.36
151000 0390 RCDS MGMT/PRSRV FD-CO WIDE	425,518.32	135.05		425,653.37
151000 0408 D/A ASSET FORFEITURES	123,267.76	39.14		123,306.90
151000 0410 CO SHRF ASSET FORFEITURES	355,678.60	112.85		355,791.45
151000 0508 WMSN CO CONSERVATION FUND	1,239,421.30	393.41		1,239,814.71
151000 0600 DEBT SERVICE-COUNTY WIDE	515,992.84	163.79		516,156.63
151000 0875 SO COMMISSARY FUND	505,914.02			505,914.02
151000 0999 INDIRECT PROJECTS/GRANTS FD	587,476.50	145.30	585,936.02	1,685.78
151100 0100 GENERAL FUND	25,934,240.54	17,599,693.03	15,500,000.00	28,033,933.57
151100 0200 ROAD & BRIDGE GENERAL FUND	13,321,261.40	6,903.02		13,328,164.42
151100 0310 WM-FUTURE ENVIRONMENTAL LIAB	969,154.22	502.20		969,656.42
151100 0340 TOBACCO FUND	1,741,750.12	902.58		1,742,652.70
151100 0600 DEBT SERVICE-COUNTY WIDE	20,984,187.46	15,822,367.52	31,602,125.90	5,204,429.08
151100 0852 AVERY RANCH FUND	8,404.11	4.36		8,408.47
151100 0885 WSMN CO BENEFITS FUND	3,614,776.83	1,873.13		3,616,649.96
151160 0777 CAPITAL PROJECTS FUND	249,796.10	129.45		249,925.55
151161 0777 CAPITAL PROJECTS FUND	398,506.44	206.52		398,712.96
151162 0777 CAPITAL PROJECTS FUND	10,649,352.84	5,465.67	512,583.52	10,142,234.99
151163 0777 CAPITAL PROJECTS FUND	371.28		371.28	
151762 0777 CAPITAL PROJECTS FUND	82,411.71	19.53	82,431.24	
151902 0852 AVERY RANCH FUND	1,484,954.39	1,052,587.06	2,104,595.00	432,946.45

WILLIAMSON COUNTY  
Statement of Cash Receipts & Disbursements  
Current Period: AUG-16

Currency: USD  
Entity=01 (Williamson County)

Object Fund	Beginning Balance	Receipts	Disbursements	Ending Balance
Total TexPool/TexPool Prime	89,630,324.50	34,493,801.80	50,388,157.60	73,735,968.70
152000 0100 GENERAL FUND	88,468,008.26	3,017,893.27	17,000,000.00	74,485,901.53
152000 0200 ROAD & BRIDGE GENERAL FUND	13,978,674.11	8,456.80		13,987,130.91
152000 0250 PASS THRU FUNDING PROGRAM	24,037,447.17		1,877.23	24,035,569.94
152000 0340 TOBACCO FUND	1,998,311.12	1,636.10		1,999,947.22
152000 0777 CAPITAL PROJECTS FUND		8,000,000.00	8,000,000.00	
152180 0777 CAPITAL PROJECTS FUND	136,658,621.86	15,046,253.77	23,000,000.00	128,704,875.63
152182 0777 CAPITAL PROJECTS FUND	47,974,519.52	21,381.50		47,995,901.02
Total Investments	313,115,582.04	26,095,621.44	48,001,877.23	291,209,326.25
154000 0250 PASS THRU FUNDING PROGRAM	5,933,310.17	1,683.78	1,750,000.00	4,184,993.95
Total TexStar	5,933,310.17	1,683.78	1,750,000.00	4,184,993.95
153780 0777 CAPITAL PROJECTS FUND	32,434,464.89	31,093,151.53	25,503,505.94	38,024,110.48
153781 0777 CAPITAL PROJECTS FUND	32,056,855.87	16,723.84	801,487.24	31,272,092.47
153782 0777 CAPITAL PROJECTS FUND	12,522,878.97	27,364.54	438,742.04	12,111,501.47
Total Logic	77,014,199.73	31,137,239.91	26,743,735.22	81,407,704.42
Grand Total	492,431,296.24	238,432,076.10	273,678,346.48	457,185,025.86

**Commissioners Court - Regular Session**

8.

**Meeting Date:** 10/04/2016

Asset Transfer

**Submitted For:** Max Bricka

**Submitted By:** Jayme Jasso, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

---

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on authorizing the disposal of various county assets through auction including (1) Computer, (1) Monitor, (1) Keyboard/Mouse combo, (1) 2007 Silver Dodge Charger, (1) 2008 Black/White Ford Explorer, (1) 2006 Blue Ford Crown Victoria, (2) 2005 Black/White Ford Crown Victoria's, (complete lists attached) pursuant to Tx. Local Gov't code 263.152.

**Background**

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**Fiscal Impact**

<b>From/To</b>	<b>Acct No.</b>	<b>Description</b>	<b>Amount</b>
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**Attachments**

Asset Transfer

Asset Transfer 1

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**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Jayme Jasso

Final Approval Date: 09/27/2016

**Reviewed By**

Wendy Coco

**Date**

09/27/2016 04:48 PM

Started On: 09/27/2016 03:29 PM

# Williamson County

## Asset Status Change Form

**The following asset(s) is(are) considered for: (select one)**

TRANSFER bet ween county departments
  DONATION to a non-county entity  
 SALE at the earliest auction \*
  DESTRUCTION due to Public Health / Safety  
 TRADE-IN for new assets of similar type for the county
  SALE to a government entity / civil or charitable organization in the county at fair market value

**Asset List:**

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Dell OptiPlex 740 Computer	0T7570 / 70045-466-047-644	HLWXS1	Working
1	Dell Monitor			Working
1	Dell keyboard & mouse			Working

**Parties involved:**

**FROM** (Transferor Department): Sheriff's Office-Admin (Patrol)

**Transferor - Elected Official/Department Head/ Authorized Staff:**

Chief L.C. (Tony) Marshall

Print Name

*[Handwritten Signature]*

Signature

**Contact Person:**

Starla Hall

Print Name

+1 (512) 943-5270

Phone Number

9-16-16

Date

**TO** (Transferee Department/Auction/Trade-in/Donee): AUCTION

**Transferee - Elected Official/Department Head/ Authorized Staff OR Donee - Representative:** (If being approved for Sale or Trade-in, no signature is necessary.)

Print Name

Signature

**Contact Person:**

**RECEIVED**

Print Name

**SEP 16 2016**

Phone Number

**AUDITOR'S OFFICE  
WILLIAMSON COUNTY, TEXAS**

\* If the above asset(s) is (are) listed for sale at auction and no bids are made, the Purchasing Director may dispose of or donate this (these) asset(s). A list of the (these) asset(s) to be donated or disposed of will be sent to the Auditor's Office with a date of donation or disposal.

## Forward to County Auditor's Office

This Change Status was approved as agenda item # \_\_\_\_\_ in Commissioner's Court on \_\_\_\_\_

If for Sale, the asset(s) was(were) delivered to warehouse on \_\_\_\_\_ by \_\_\_\_\_



# Williamson County Vehicle Status Change Form

To be completed by **department** releasing vehicle:

1) Identify Vehicle:

2B3KA43G47H714582

560

SA0708

Vehicle Identification Number

Department

Door Number

CVG9633

2007

DODGE

CHARGER

SILVER

License Plate Number

Year

Make

Model

Color

2) Reason for Status Change:

Accident

Received: 1. Williamson County Fleet Incident/Crash/Vandalism Report

2. The Official Accident Report

3. A Vehicle Insurance / Litigation Form

High Mileage: List actual mileage 114,301

Not mechanically sound

Other: Explain

RECEIVED

SEP 23 2016

AUDITOR'S OFFICE  
WILLIAMSON COUNTY, TEXAS

3) Elected Official/Department Head/Authorized Staff

Print Name L.C. 'Tony' Marshall

Signature *T Marshall*

Date 9-14-16

To be completed by **Fleet Services Manager:**

1) Method of Status Change: This vehicle is to be considered for: (Select one)

SALE at the earliest auction

TRANSFER between county departments

SALVAGE for parts

TRADE-IN for new assets of same general type for the county

SALE to a government entity / civil or charitable organization in the county at fair market value

Other

Print Name

*R Rodgers*

Signature

*[Signature]*

Date

9-14-16

To be completed by **Human Resources Analyst:**

All applicable accident paperwork has been received and there is no litigation pending on this unit. It has been cleared for retirement.

HR Release Authorization:

*[Signature]*

To be completed by **Budget Office** (only for transfers):

Transfer has been reviewed and approved:

Signature:

**All forms must be routed to the County Auditor's Office once the final authorization and approval have been received.**



# Williamson County Vehicle Status Change Form

To be completed by **department** releasing vehicle:

1) Identify Vehicle:

1FMEU63E38UA90751

560

SB0825

Vehicle Identification Number

Department

Door Number

1218154

2008

FORD

EXPLORER

BLK/WHT

License Plate Number

Year

Make

Model

Color

2) Reason for Status Change:

Accident

Received: 1. Williamson County Fleet Incident/Crash/Vandalism Report

2. The Official Accident Report

3. A Vehicle Insurance / Litigation Form

RECEIVED

SEP 23 2016

High Mileage: List actual mileage 138,192

Not mechanically sound

Other: Explain

AUDITOR'S OFFICE  
WILLIAMSON COUNTY, TEXAS

3) Elected Official/Department Head/Authorized Staff

Print Name L.C. 'Tony' Marshall

Signature *L.C. Marshall*

Date 9-14-16

To be completed by **Fleet Services Manager:**

1) Method of Status Change: This vehicle is to be considered for: (Select one)

SALE at the earliest auction

TRANSFER between county departments

SALVAGE for parts

TRADE-IN for new assets of same general type for the county

SALE to a government entity / civil or charitable organization in the county at fair market value

Other

Print Name

*R. Rodenas*

Signature

*R. Rodenas*

Date

9-14-16

To be completed by **Human Resources Analyst:**

All applicable accident paperwork has been received and there is no litigation pending on this unit. It has been cleared for retirement.

HR Release Authorization:

*Sara Raymond*

To be completed by **Budget Office** (only for transfers):

Transfer has been reviewed and approved:

Signature:

All forms must be routed to the County Auditor's Office once the final authorization and approval have been received.



# Williamson County Vehicle Status Change Form

To be completed by **department** releasing vehicle:

1) Identify Vehicle:

2FAFP71W96X149315                      554                      4A0613  
 Vehicle Identification Number                      Department                      Door Number

1183422                      2006                      Ford                      Crown Vic                      Blue  
 License Plate Number                      Year                      Make                      Model                      Color

2) Reason for Status Change:

- Accident  
     Received: 1. Williamson County Fleet Incident/Crash/Vandalism Report  
                   2. The Official Accident Report  
                   3. A Vehicle Insurance / Litigation Form
- High Mileage: List actual mileage 122,000
- Not mechanically sound
- Other: Explain END OF LIFE EXPECTANCY

**RECEIVED**

SEP 23 2016

AUDITOR'S OFFICE  
WILLIAMSON COUNTY, TEXAS

3) Elected/Official/Department Head/Authorized Staff

Print Name Brian Olson                      Signature [Signature]                      Date 9-14-15

To be completed by **Fleet Services Manager**:

1) Method of Status Change: This vehicle is to be considered for: (Select one)

- ASALE at the earliest auction
- TRANSFER between county departments
- SALVAGE for parts
- TRADE-IN for new assets of same general type for the county
- SALE to a government entity / civil or charitable organization in the county at fair market value
- Other

Print Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

To be completed by **Human Resources Analyst**:

All applicable accident paperwork has been received and there is no litigation pending on this unit. It has been cleared for retirement.  
 HR Release Authorization: [Signature]

To be completed by **Budget Office** (only for transfers):

Transfer has been reviewed and approved:  
 Signature: \_\_\_\_\_

**All forms must be routed to the County Auditor's Office once the final authorization and approval have been received.**



# Williamson County Vehicle Status Change Form

To be completed by **department** releasing vehicle:

1) Identify Vehicle:  
 2FAFP71WX5X123613  
 Vehicle Identification Number  
 1131023 License Plate Number    2005 Year    Ford Make  
 Constable 2 Department    2A0509 Door Number  
 Crown Victoria Model    Black / White Color

2) Reason for Status Change:  
 Accident  
Received: 1. Williamson County Fleet Incident/Crash/Vandalism Report  
 2. The Official Accident Report  
 3. A Vehicle Insurance / Litigation Form  
 High Mileage: List actual mileage 112651  
 Not mechanically sound  
 Other: Explain Paint Fading, Decals Falling off, vehicle is 11 Years old.

3) Elected Official/Department Head/Authorized Staff  
 Print Name Rick Coffman    Signature [Signature]    Date Sep 7, 2016

RECEIVED

SEP 19 2016

AUDITOR'S OFFICE  
WILLIAMSON COUNTY, TEXAS

To be completed by **Fleet Services Manager**:

1) Method of Status Change: This vehicle is to be considered for: (Select one)

SALE at the earliest auction     TRANSFER between county departments  
 SALVAGE for parts  
 TRADE-IN for new assets of same general type for the county  
 SALE to a government entity / civil or charitable organization in the county at fair market value  
 Other

Print Name R. Rodgers    Signature [Signature]    Date 9/18/16

To be completed by **Human Resources Analyst**:

All applicable accident paperwork has been received and there is no litigation pending on this unit. It has been cleared for retirement.  
 HR Release Authorization: [Signature]

To be completed by **Budget Office** (only for transfers):

Transfer has been reviewed and approved:  
 Signature: \_\_\_\_\_

**All forms must be routed to the County Auditor's Office once the final authorization and approval have been received.**



# Williamson County Vehicle Status Change Form

To be completed by **department** releasing vehicle:

1) Identify Vehicle:  
 2FAFP71W85X123612  
 Vehicle Identification Number  
 1131024 2005 Ford Crown Victoria Black  
 License Plate Number Year Make Model **RECEIVED** Color

2) Reason for Status Change:  
 Accident  
Received: 1. Williamson County Fleet Incident/Crash/Vandalism Report  
 2. The Official Accident Report  
 3. A Vehicle Insurance / Litigation Form  
 High Mileage: List actual mileage 94213  
 Not mechanically sound  
 Other: Explain  
 Paint Fading, Paint Falling off, vehicle is 11 Years old.

3) Elected Official/Department Head/Authorized Staff  
 Print Name Rick Coffman Signature *R. Coffman* Date Sep 7, 2016

AUDITOR'S OFFICE  
WILLIAMSON COUNTY, TEXAS  
SEP 16 3 21PM

To be completed by **Fleet Services Manager**:

1) Method of Status Change: This vehicle is to be considered for: (Select one)  
 SALE at the earliest auction  
 TRANSFER between county departments  
 SALVAGE for parts  
 TRADE-IN for new assets of same general type for the county  
 SALE to a government entity / civil or charitable organization in the county at fair market value  
 Other

Print Name *R. Rodgers* Signature *R. Rodgers* Date 9/8/16

To be completed by **Human Resources Analyst**:

All applicable accident paperwork has been received and there is no litigation pending on this unit. It has been cleared for retirement.  
 HR Release Authorization: *Sara Raymore*

To be completed by **Budget Office** (only for transfers):

Transfer has been reviewed and approved:  
 Signature:

**All forms must be routed to the County Auditor's Office once the final authorization and approval have been received.**

**Commissioners Court - Regular Session**

**9.**

**Meeting Date:** 10/04/2016

Asset Transfer

**Submitted For:** Max Bricka

**Submitted By:** Jayme Jasso, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on authorizing the disposal of various county assets through inter-departmental transfer including (2) Metal Desks, (8) Computers, (6) Scanners, (4) Chairs, (2) File Cabinets, (2) Printers, (1) Fax machine, (1) Cabinet, (1) Table, (4) Phones, (1) Copy Machine, (3) Monitors, (3) Keyboard/Mouse Combo's, (1) Docking Station, (complete list attached) pursuant to Tx. Local Gov't Code 263.152.

**Background**

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Asset Transfer

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Jayme Jasso

Final Approval Date: 09/27/2016

**Reviewed By**

Wendy Coco

**Date**

09/27/2016 04:48 PM

Started On: 09/27/2016 03:45 PM

# Williamson County Asset Status Change Form

Print Form

**The following asset(s) is(are) considered for: (select one)**

- |   |   |
|---|---|
| <input checked="" type="radio"/> TRANSFER bet ween county departments<br><input type="radio"/> SALE at the earliest auction *<br><input type="radio"/> TRADE-IN for new assets of similar type for the county | <input type="radio"/> DONATION to a non-county entity<br><input type="radio"/> DESTRUCTION due to Public Health / Safety<br><input type="radio"/> SALE to a government entity / civil or charitable organization in the county at fair market value |
|---|---|

**Asset List:**

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
	See attached sheet of Items			

**Parties involved:** All District Courts

**FROM (Transferor Department):** 425th District Court 0441 0435

**Transferor - Elected Official/Department Head/Authorized Staff:**

**Print Name:** Marlys Tidrick      **Contact Person:** Marlys Tidrick  
**Signature:**      **Date:** \_\_\_\_\_      **Phone Number:** 512-943-3380

**TO (Transferee Department/Auction/Trade-in/Donee):** Magistrate 0477

**Transferee - Elected Official/Department Head/Authorized Staff OR Donee - Representative: (If being approved for Sale or Trade-in, no signature is necessary.)**

**Print Name:** N.T. Estes      **Contact Person:** Teri Miller  
**Signature:**      **Date:** \_\_\_\_\_      **Phone Number:** 512-943-1496

RECEIVED

SEP - 6 2016

\* If the above asset(s) is (are) listed for sale at auction and no bids are made, the Purchasing Director may dispose of or donate this (these) asset(s). A list of the (these) asset(s) to be donated or disposed of will be sent to the Auditor's Office with a date of donation or disposal.

## Forward to County Auditor's Office

This Change Status was approved as agenda item # \_\_\_\_\_ in Commissioner's Court on \_\_\_\_\_

AUDITOR'S OFFICE  
WILLIAMSON COUNTY, TEXAS

If for Sale, the asset(s) was(were) delivered to warehouse on \_\_\_\_\_ by \_\_\_\_\_

Magistrate

1 2 draw metal desk	12147633325
1 Dell Intel Core I3 w/ monitor, keyboard & mouse	GX308869
1 Canon Image Formula DR M160II	Warehouse Donation
3 Black Leather executive chairs	Warehouse Donation
1 Fabric Executive Chair	135R Key Code
1 5 drawer HON File Cabinet	CNCRXC90836
1 HP Laserjet 4250N printer	DPW 16650
1 2 Draw ASE File Cabinet	U60283J7J703956
1 Brother Laser Fax 4750E Super G3	
1 2 door cabinet	
1 Long table	
1 Dell AMV Windows XP Computer w/ keyboard & mouse	GLMWOG1
1 Dell Lap Top w/ Docking station & 17" monitor, keyboard and Mouse	
1 2 Drawer metal desk	
1 HP Laserjet 4240n printer	CNRXS17674
1 HOM Phone Model 6408D+	A21653009113
1 Canon DR 2510C	EE305190
1 Dell Lap Top w/ keyboard, mouse 15" Monitor	4406335741
1 Workcenter 5945 Xerox Equipment ID K6657 Copy Machine	X76708235
1 Canon M11065 Scanner DR 2010C	EF360850
1 Optiplex 760 C02617	GJXWGK1
1 Avaya Phone	421653008720
1 Avaya Phone	12N515502338
1 Avaya Phone	969T61004033
1 Dell PC 2010 Microsoft	88Y64V1-117956407709
1 Dell 2007 PC	00144-050-027-913
1 Canon Scanner	GX308647
1 Canon Scanner	FQ310655
1 Dell Pro Windows Lap Top w/ docking station 17" Monitor, Mouse and Key	4524686174
1 Canon Image Formula DR M160II	GX320517

**Commissioners Court - Regular Session**

**10.**

**Meeting Date:** 10/04/2016

Asset Transfer

**Submitted For:** Max Bricka

**Submitted By:** Jayme Jasso, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on authorizing the disposal of various county assets through auction including (3) Motorola handheld radios, (1) 2009 Bronze Ford Crown Victoria, (1) 2011 Black/White Ford Crown Victoria (complete lists attached) pursuant to Tx. Local Gov't Code 263.152.

**Background**

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

[Asset Transfer 1](#)

[Asset Transfer 2](#)

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Jayme Jasso

Final Approval Date: 09/21/2016

**Reviewed By**

Wendy Coco

**Date**

09/21/2016 10:34 AM

Started On: 09/20/2016 10:07 AM

# Williamson County

## Asset Status Change Form

Print Form

**The following asset(s) is(are) considered for: (select one)**

<input type="radio"/> TRANSFER bet ween county departments <input checked="" type="radio"/> SALE at the earliest auction * <input type="radio"/> TRADE-IN for new assets of similar type for the county	<input type="radio"/> DONATION to a non-county entity <input type="radio"/> DESTRUCTION due to Public Health / Safety <input type="radio"/> SALE to a government entity / civil or charitable organization in the county at fair market value
---	---

**Asset List:**

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Motorola MTS 200 - VHF Handheld Radio	432CDC0094		Working
1	Motorola MTS 200 - 800mHz Handheld Radio	466AWG5256		Working
1	Motorola MTS 200 - 800mHz Handheld Radio	466AYA1817		Working

**Parties involved:**

**FROM** (Transferor Department): 0581

**Transferor - Elected Official/Department Head/  
Authorized Staff:**

Michael Wright

Print Name

Signature

Date

**Contact Person:**

Aubury Holmes

Print Name

+1 (512) 864-8234

Phone Number

**TO** (Transferee Department/Auction/Trade-in/Donee): Auction

**Transferee - Elected Official/Department Head/  
Authorized Staff OR Donee - Representative:** (If being approved for Sale or Trade-in, no signature is necessary.)

Print Name

Signature

Date

**Contact Person:**

Print Name

Phone Number

RECEIVED

SEP 14 2016

AUDITOR'S OFFICE  
WILLIAMSON COUNTY, TEXAS

\* If the above asset(s) is (are) listed for sale at auction and no bids are made, the Purchasing Director may dispose of or donate this (these) asset(s). A list of the (these) asset(s) to be donated or disposed of will be sent to the Auditor's Office with a date of donation or disposal.

## Forward to County Auditor's Office

This Change Status was approved as agenda item # \_\_\_\_\_ in Commissioner's Court on \_\_\_\_\_

If for Sale, the asset(s) was(were) delivered to warehouse on \_\_\_\_\_ by \_\_\_\_\_





**Commissioners Court - Regular Session**

11.

**Meeting Date:** 10/04/2016

Constable

**Submitted For:** Robert Chody

**Submitted By:** Roy Fikac, Constable Pct. #1

**Department:** Constable Pct. #1

**Agenda Category:** Consent

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**Information**

**Agenda Item**

To discuss and consider confirming the appointment of Kendrick M. Bankston as Deputy Constable Reserve for Precinct 1

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Kendrick Bankston

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**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Roy Fikac

Final Approval Date: 09/22/2016

**Reviewed By**

Wendy Coco

**Date**

09/22/2016 11:14 AM

Started On: 09/21/2016 06:21 PM

Williamson County  
Precinct One  
Office (512) 244-8650



1801 E. Old Settlers Blvd.  
Round Rock, TX 78664  
Fax (512)244-8662

**ROBERT CHODY  
CONSTABLE**

September 21<sup>st</sup>, 2016

To: Commissioners Court

Honorable Commissioners and County Judge,

We request the court to confirm the appointment of Kendrick M. Bankston as a Deputy Constable (Reserve/Seasonal Employee) for Precinct One. Kendrick Bankston has over 15 years experience in Law Enforcement. Currently, Kendrick works for the Round Rock Police Department in Public Safety. We believe he will be a valuable addition to our office.

Thank you,

Robert Chody, Constable

A handwritten signature in blue ink, appearing to read "Robert Chody", is written over the typed name.

**Commissioners Court - Regular Session**

12.

**Meeting Date:** 10/04/2016

Memorial Tree in Memory of Ronald Eugene Morrison

**Submitted For:** Randy Bell

**Submitted By:** Randy Bell, Parks

**Department:** Parks

**Agenda Category:** Consent

**Information**

**Agenda Item**

Consider accepting a \$100.00 donation for a Memorial Tree planting in Memory of Ronald Eugene Morrison.

**Background**

The Williamson County Parks & Recreation Department is in receipt of a \$100.00 donation for the Memorial Tree Program. The donation is given in Memory of Ronald Eugene Morrison. A Live Oak Tree will be planted at Southwest Williamson County Regional Park this fall.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Randy Bell

Final Approval Date: 09/29/2016

**Reviewed By**

Wendy Coco

**Date**

09/29/2016 10:17 AM

Started On: 09/28/2016 03:38 PM

**Commissioners Court - Regular Session**

13.

**Meeting Date:** 10/04/2016

PaveTex Work Authorization 6 for on call geotechnical and lab testing services

**Submitted For:** Terron Evertson

**Submitted By:** Sarah Ramos, Unified Road System

**Department:** Unified Road System

**Agenda Category:** Consent

**Information**

**Agenda Item**

Receive and acknowledge Work Authorization No. 6 under Williamson County Contract for Engineering Services between PaveTex Engineering and Testing Inc. and Williamson County dated February 10, 2015 for On Call Geotechnical and Lab Testing Services for Williamson County Road and Bridge.

**Background**

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

PaveTex - WA#6 - On Call Geotechnical and Lab Testing Services

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Sarah Ramos

Final Approval Date: 09/27/2016

**Reviewed By**

Wendy Coco

**Date**

09/27/2016 04:48 PM

Started On: 09/27/2016 10:01 AM

**WORK AUTHORIZATION NO. 6**

**PROJECT: On Call Geotechnical and Lab Testing Services**

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **February 10, 2015** and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **PaveTex Engineering and Testing Inc.** (the "Engineer").

Part 1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is **\$24,936.00.**

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on **September 30, 2017.** The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ENGINEER:

PaveTex Engineering and Testing Inc.

By: *Sarah Tahmoressi*  
Signature

Sarah Tahmoressi  
Printed Name

Chief Financial Officer  
Title

COUNTY:

Williamson County, Texas

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

## LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

### **Attachment A - Services to be Provided by County**

1. County will direct type of services to be provided.
2. County will provide timely reviews and decisions necessary to enable PaveTex to maintain an
3. agreed upon project schedule as developed in attached Attachment C.
4. County will provide points of contact, to be identified upon Notice to Proceed.
5. County will provide project management.

## **Attachment B - Services to be Provided by Engineer**

1. Perform services and related reports associated with Attachment D.
2. Miscellaneous.

### **Attachment C - Work Schedule**

PaveTex shall provide a work schedule for the assigned tasks. Work shall begin immediately upon receipt of agreement between County and PaveTex on the work schedule and authorization to proceed on assigned services.

**Attachment D - Fee Schedule**

Field Technician	Unit	Unit Cost	
		Reg.	OT
1A	hr.	\$58	\$69
1B	hr.	\$58	\$69
Soils	hr.	\$50	\$61
Concrete	hr.	\$50	\$61
Nuclear Gauge Calibration	hr.	\$75	
Concrete Plan/ Truck Inspection	hr.	\$75	
Asphalt Distributor Calibration	hr.	\$75	
Senior Professional Engineer	hr.	\$195	
Professional Engineer	hr.	\$145	
EIT	hr.	\$85	
Project Manager	hr.	\$98	
Administrative Assistant	hr.	\$45	

Field Testing Equipment	Unit	Unit Cost
(2 Hr Min, Tech Time Not Included)		
<b>HMAC Coring</b>		
Coring Equipment Mobilization	trip	\$75
0"-6" Depth & 6" $\varnothing$ (incl. Patching & Sample Prep)	ea.	\$95
> 6"-10" Depth & 6" $\varnothing$ (incl. Patching & Sample Prep)	ea.	\$110
> 10"-14" Depth & 6" $\varnothing$ (incl. Patching & Sample Prep)	ea.	\$150
> 14" Depth & 6" $\varnothing$ (incl. Patching & Sample Prep)	ea.	\$4/ in. over 14"
<b>Concrete Coring</b>		
Concrete Coring Equipment	hr.	\$55.00
Concrete Core Bit Charges		
3" Diameter Core	in.	\$5
4" Diameter Core	in.	\$6
6" Diameter Core	in.	\$8

<b>Soils &amp; Aggregates (100-E Series)</b>			
<b>Test For</b>	<b>Test Method</b>	<b>Unit</b>	<b>Unit Cost</b>
Sample Preparation	Tex-101-E	ea.	\$50
Moisture Content	Tex-103-E	ea.	\$25
Atterberg Limits	Tex-104-E, 105-E & 106-E	ea.	\$75
Linear Bar Shrinkage	Tex-107-E	ea.	\$75
Sieve Analysis	Tex-110-E, Pt. 1	ea.	\$55
Sieve Analysis	Tex-110-E, Pt. 2	ea.	\$85
Moisture- Density Relationship	Tex-113-E	ea.	\$350
Moisture- Density Relationship	Tex-114-E	ea.	\$250
Wet Ball Mill	Tex-116-E	ea.	\$250
Texas Triaxial Compression	Tex-117-E, Pt. 1	ea.	\$1,100
Full Triaxial Testing *	* See Note	ea.	\$1,700
Soil- Cement Testing	Tex-120-E, Pt. 1	ea.	\$1,100
Soil- Cement Testing	Tex-120-E, Pt. 2	ea.	\$300
Soil- Lime Testing	Tex-121-E, Pt. 1	ea.	\$1,100
Soil- Lime Testing	Tex-121-E, Pt. 2	ea.	\$300
Lime-Fly Ash Compression	Tex-127-E	ea.	\$1,100
Soil pH	Tex-128-E	ea.	\$50
Resistivity	Tex-129-E	ea.	\$300
Tube Suction Test	Tex-144-E	ea.	\$100
Sulfate Content	Tex-145-E	ea.	\$225
Conductivity of Soils	Tex-146-E	ea.	\$25
Hydrometer Analysis	AASHTO T 88	ea.	\$450
California Bearing Ratio	AASHTO T 193/ ASTM C 1883	ea. point	\$300
* Full Triaxial Testing includes the following: Washed Gradation, Atterberg Limits, Moisture- Density Relationship, Wet Ball Mill & Texas Triaxial			

<b>Bituminous (200-F Series)</b>			
<b>Test For</b>	<b>Test Method</b>	<b>Unit</b>	<b>Unit Cost</b>
Dry Sieve Analysis	Tex-200-F, Part I	ea.	\$50
Washed Sieve Analysis	Tex-200-F, Part II	ea.	\$85
Bulk Specific Gravity & % Absorption	Tex-201-F	ea.	\$85
Apparent Specific Gravity	Tex-202-F	ea.	\$85
Sand Equivalent	Tex-203-F	ea.	\$85
Mix Design	Tex-204-F	ea.	\$2,500
Mixing	Tex-205-F	set of 3	\$75
Molding (TGC)	Tex-206-F	set of 3	\$60
Laboratory-Molded Density	Tex-207-F, Part I	set of 3	\$40
In-Place Density (Core Testing)	Tex-207-F, Part I	ea.	\$25
In-Place Density (Nuclear Method)	Tex-207-F, Part III (Min. of 3)	ea.	\$30
In-Place Air Voids (Core Lock)	Tex-207-F, Part VI	set of 2	\$75
Hveem Stability	Tex-208-F	set of 3	\$120
Asphalt Content by Extraction & Gradation	Tex-210-F	ea.	\$175
Asphalt Recovery from Abson Process	Tex-211-F	ea.	\$250
Moisture Content	Tex-212-F	ea.	\$25
Deleterious Material	Tex-217-F	ea.	\$50
Decantation	Tex-217-F, Part II	ea.	\$100
Flakiness Index	Tex-224-F	ea.	\$100
Indirect Tensile Strength	Tex-226-F	ea.	\$50
Theoretical Maximum Specific Gravity	Tex-227-F	ea.	\$60
Drain-down Test	Tex-235-F	ea.	\$75
Asphalt Content by Ignition Oven & Gradation	Tex-236-F	ea.	\$175
Ignition Oven Correction Factors	Tex-236-F	ea.	\$500
Hamburg Wheel-Tracking Test	Tex-242-F	ea.	\$500
Cantabro Loss	Tex-245-F	ea.	\$200
Overlay Test	Tex-248-F	ea.	\$750
Flat and Elongated Particles	Tex-280-F	ea.	\$100

<b>Concrete (400-A Series)</b>			
<b>Test For</b>	<b>Test Method</b>	<b>Unit</b>	<b>Unit Cost</b>
Sieve Analysis of Fine and Coarse Aggregate & Fineness Modulus	Tex-401-A & Tex-402-A	ea.	\$85
Saturated Surface-Dry Specific Gravity & Absorption of Aggregates	Tex-403-A	ea.	\$85
Unit Weight	Tex-404-A	ea.	\$85
Material Finer than 75 Micrometer (No. 200) Sieve in Mineral Aggregates (Decantation)	Tex-406-A	ea.	\$100
Acid Insoluble Residue for Concrete Aggregate	Tex-406-A, Part III	ea.	\$350
Organic Matter Content	ASTM D 5268	ea.	\$100
Organic Impurities in Fine Aggregate for Concrete	Tex-408-A	ea.	\$100
Los Angeles Abrasion	Tex-410-A	ea.	\$300
Magnesium or Sodium Sulfate Soundness	Tex-411-A	ea.	\$300
Concrete Cylinder Compressive Strength	Tex-418-A	ea.	\$22
Concrete Flexural Beam Compressive Strength	Tex-419-A	ea.	\$22
Pressure Slake	Tex-431-A	ea.	\$250
Freezer Thaw	Tex-432-A	ea.	\$250
24 Hr Water Absorption	Tex-433-A	ea.	\$85
Polish Test for Coarse Aggregate	AASHTO T 278 & 279/ Tex-438-A	ea.	\$1,200
Coarse Aggregate Angularity (Crushed Faces)	Tex-460-A	ea.	\$30
Micro-Deval Abrasion	Tex-461-A	ea.	\$300
Molsture Susceptibility	Tex-530-C	ea.	\$50
Alkali-Silica Reactivity (ASR)	AASHTO T 303 (ASTM C 1260) ASTM C1567	ea.	\$1,200

<b>Asphalt (500-C Series)</b>			
<b>Test For</b>	<b>Test Method</b>	<b>Unit</b>	<b>Unit Cost</b>
<b>Boil Test</b>	<b>Tex-530-C</b>	<b>ea.</b>	<b>\$50</b>
<b>Penetration</b>	<b>AASHTO T 49</b>	<b>ea.</b>	<b>\$50</b>
<b>Ductility</b>	<b>AASHTO T 51</b>	<b>ea.</b>	<b>\$200</b>
<b>Softening Point</b>	<b>AASHTO T 53</b>	<b>ea.</b>	<b>\$150</b>
<b>Distillation of Cutback Asphalt Products</b>	<b>AASHTO T 78</b>	<b>ea.</b>	<b>\$150</b>
<b>Rolling Thin-Film Oven (RTFO)</b>	<b>AASHTO T 240</b>	<b>ea.</b>	<b>\$250</b>
<b>Elastic Recovery</b>	<b>AASHTO T 301</b>	<b>ea.</b>	<b>\$250</b>
<b>Dynamic Shear Rheometer (DSR)</b>	<b>AASHTO T 315</b>	<b>ea.</b>	<b>\$100</b>
<b>-Additional DSR Readings</b>		<b>ea.</b>	<b>\$50</b>
<b>Rotational Viscosity</b>	<b>AASHTO T 316</b>	<b>ea.</b>	<b>\$50</b>
<b>Rubber Property—Resilience by Vertical Rebound</b>	<b>ASTM D 2632</b>	<b>ea.</b>	<b>\$50</b>

**Commissioners Court - Regular Session**

**14.**

**Meeting Date:** 10/04/2016

US Geological Survey

**Submitted For:** Robert Daigh

**Submitted By:** Sarah Ramos, Unified Road System

**Department:** Unified Road System

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on approving a US Geological Survey - Validation of Proposed Funding Partners in relation to the Central Texas High Resolution Lidar project that is being coordinated with the Texas Water Development Board.

**Background**

The Commissioners Court approved in the FY 17 Budget \$275k for the FY 17 LiDAR project in line item 4150. TWDB is coordinating the High Resolution Lidar Project and conducted an RFP, which has been completed. The costs came in significantly lower than was anticipated. The Validation of Proposed Funding Partners is required by USGS as a part of the 3DEP grant. The Validation of Proposed Funding Partners is to show the USGS that the county, in good faith, is committed to funding its portion of the project.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

[US Geological Survey Good Faith Agreement and Summaries](#)

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Sarah Ramos

Final Approval Date: 09/29/2016

**Reviewed By**

Wendy Coco

**Date**

09/29/2016 11:01 AM

Started On: 09/29/2016 10:34 AM

US Geological Survey  
 Broad Agency Announcement for 3D Elevation Program (3DEP)  
 G16PS00711 / G16AS00121  
 Validation of Proposed Funding Partners

Required for Proposal Submission

<b>Applicant Information</b>	First Name:	Last Name:
	Organization: Williamson County	
	Project Title: FY 17 LiDAR	

<b>Proposed Funding Partner Information</b>	First Name: Jordan	Last Name: Thomas
	Organization: TWBD - Central Texas	
This form acknowledges that our organization is a full and willing partner in the project referenced above. If accepted for award, our agency has proposed a good faith contribution of \$ <u>100,127.44</u> towards said project.		
<input type="checkbox"/>	In addition to the acquisition cost, applicants utilizing the GPSC contracts will be subject to a 5% assessment on the value of their contribution. This assessment covers the cost of contract management. The total cost of the project will include the acquisition cost plus the assessment.	
<i>Acknowledgement required; please read and check box</i>	<b>As stated in the proposal this contribution is:</b>	<input checked="" type="checkbox"/> Guaranteed <input type="checkbox"/> Pending, with a final funding decision expected on _____ <i>(Use: MMM YYYY)</i>

Signature of Funding Partner \_\_\_\_\_

Date \_\_\_\_\_

# StratMap Team Evaluation Summary

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## High Resolution Lidar for TWDB Solicitation 580170805

### Evaluation Criteria

The three-member evaluation team independently scored the four respondents. Scoring criteria were based on information requested in the StratMap solicitation. The evaluation criteria included the following:

- Project Plan (50 pts total)
  - Process Description – 20
  - Contingency Plan – 10
  - Reporting and Expectations – 10
  - Schedule – 10
- Product Sample (20 pts total)
  - Quality – 10
  - Relevance – 10
- Pricing (30 pts total)
  - Total Project – 10
  - Value – 20

### Lidar and Orthoimagery

The team independently scored each respondent according to the established criteria. The scores were combined, summarized and ranked. The top ranked company was **Fugro Geospatial, Inc.**

**Recommendation** - Following a compilation of the results, the team determined that the Fugro proposal offers the best overall value based on a combination of technical merit, proposed communication plan and low relative cost. The proposal includes a well-defined project plan, detailed descriptions of the processes, and an accommodating schedule that specifically address requirements for this project. Data samples also contributed to the total score.

### Evaluation Team

- Kevin Smith, COA
- Joey Thomas, TWDB/TNRIS
- Jason Hinojosa, SARA

## Total Team Scores

StratMap #580170805		Central Texas Lidar									
Complete Tabulation						Technical Tabulation				Cost Tabulation	
Vendor	Total Scores			Group Total Score		Vendor	Group SubTotal		Total Cost	Rank	
	Evaluator 1	Evaluator 2	Evaluator 3	Total Score	Rank		SubTotal	Rank			
Sanborn	77	58	61	196	4	Sanborn	134	4	\$1,026,525.30	1	
Fugro	92	93	86	271	1	Fugro	190	1	\$1,051,688.00	2	
Harris	73	48	77	198	3	Harris	139	3	\$1,213,200.00	3	
Dewberry	81	70	79	230	2	Dewberry	173	2	\$1,490,074.80	4	
Points Given	323	269	303	895			636				
Average Score	81	67	76	224			159				

# StratMap Team Evaluation Summary

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## QA/QC for High Resolution Lidar for

### TWDB Solicitation 580170806

#### Evaluation Criteria

The three-member evaluation team independently scored each of the 4 respondents. Scoring criteria were based on information requested in the StratMap solicitation. The evaluation criteria included the following:

- Project Plan (50 pts total)
  - Process Description – 20
  - Contingency Plan – 10
  - Reporting and Expectations – 10
  - Schedule – 10
  
- Product Sample (20 pts total)
  - Quality – 10
  - Relevance – 10
  
- Pricing (30 pts total)
  - Total Project – 10
  - Value – 20

#### QAQC

The team independently scored each respondent according to the established criteria. The scores were combined, summarized and ranked. The top ranked company was **AECOM Technical Services, Inc.**

**Recommendation** - Following a compilation of the results, the team determined that the AECOM proposal offers the best overall value based on a combination of technical merit, proposed communication plan and low relative cost. The proposal includes a well-defined project plan, detailed descriptions of the processes, and an accommodating schedule that specifically address requirements for this project. Data samples also contributed to the total score. AECOM ranked first for technical merit and first for price which resulted in the highest overall score among the three respondents.

## Evaluation Team

- Kevin Smith, COA
- Joey Thomas, TWDB/TNRIS
- Jason Hinojosa, SARA

## Total Team Scores

StratMap #580160719		RRC Lidar/Ortho									
Complete Tabulation						Technical Tabulation				Cost Tabulation	
Vendor	Total Scores			Group Total Score		Vendor	Group SubTotal		Total Cost	Rank	
	Evaluator 1	Evaluator 2	Evaluator 3	Total Score	Rank		SubTotal	Rank			
AECOM	94	91	89	274	1	AECOM	193	1	\$131,278.97	2	
Dewberry	91	80	82	253	2	Dewberry	175	2	\$122,092.21	1	
Tessellations	21	19	10	50	3	Tessellations	36	4	\$317,358.40	4	
Geophex	62	48	51	161	3	Geophex	107	3	\$133,107.89	3	
Points Given	206	190	181	577			404				
Average Score	69	63	60	192			135				
Standard Deviation	41	39	44	124			86				

**Commissioners Court - Regular Session**

**15.**

**Meeting Date:** 10/04/2016

Siena Section 28 - Final Plat

**Submitted For:** Joe England

**Submitted By:** Stephen Jones-Meyer, Unified Road System

**Department:** Unified Road System

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on approval of the final plat for the Siena Section 28 subdivision - Pct 4.

**Background**

This is the next section of the Siena development. It consists of 141 single family lots and 4,096 feet of new public roads. Roadway and drainage construction is not yet complete, but a performance bond in the amount of \$153,413.94 has been posted with the County to cover the cost of the remaining construction.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

[Siena Section 28 - Final Plat](#)

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Stephen Jones-Meyer

Final Approval Date: 09/19/2016

**Reviewed By**

Wendy Coco

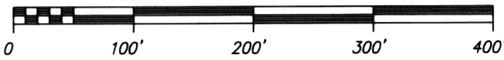
**Date**

09/19/2016 09:34 AM

Started On: 09/16/2016 11:45 AM

PLAT OF  
**SIENA SECTION 28**  
WILLIAMSON COUNTY, TEXAS

SCALE: 1"=100'

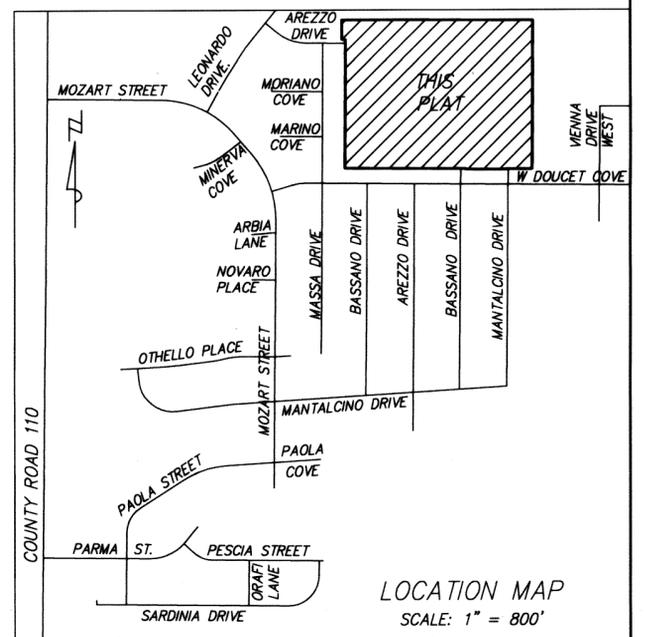


EASEMENTS:  
A PUBLIC UTILITY EASEMENT 10 FEET WIDE IS HEREBY DEDICATED ADJACENT TO ALL STREET RIGHTS-OF-WAY  
A PUBLIC UTILITY EASEMENT 5 FEET WIDE IS HEREBY DEDICATED ALONG EACH SIDE OF ALL SIDE LOT LINES  
A PUBLIC UTILITY EASEMENT 5 FEET WIDE IS HEREBY DEDICATED ALONG EACH SIDE OF ALL REAR LOT LINES

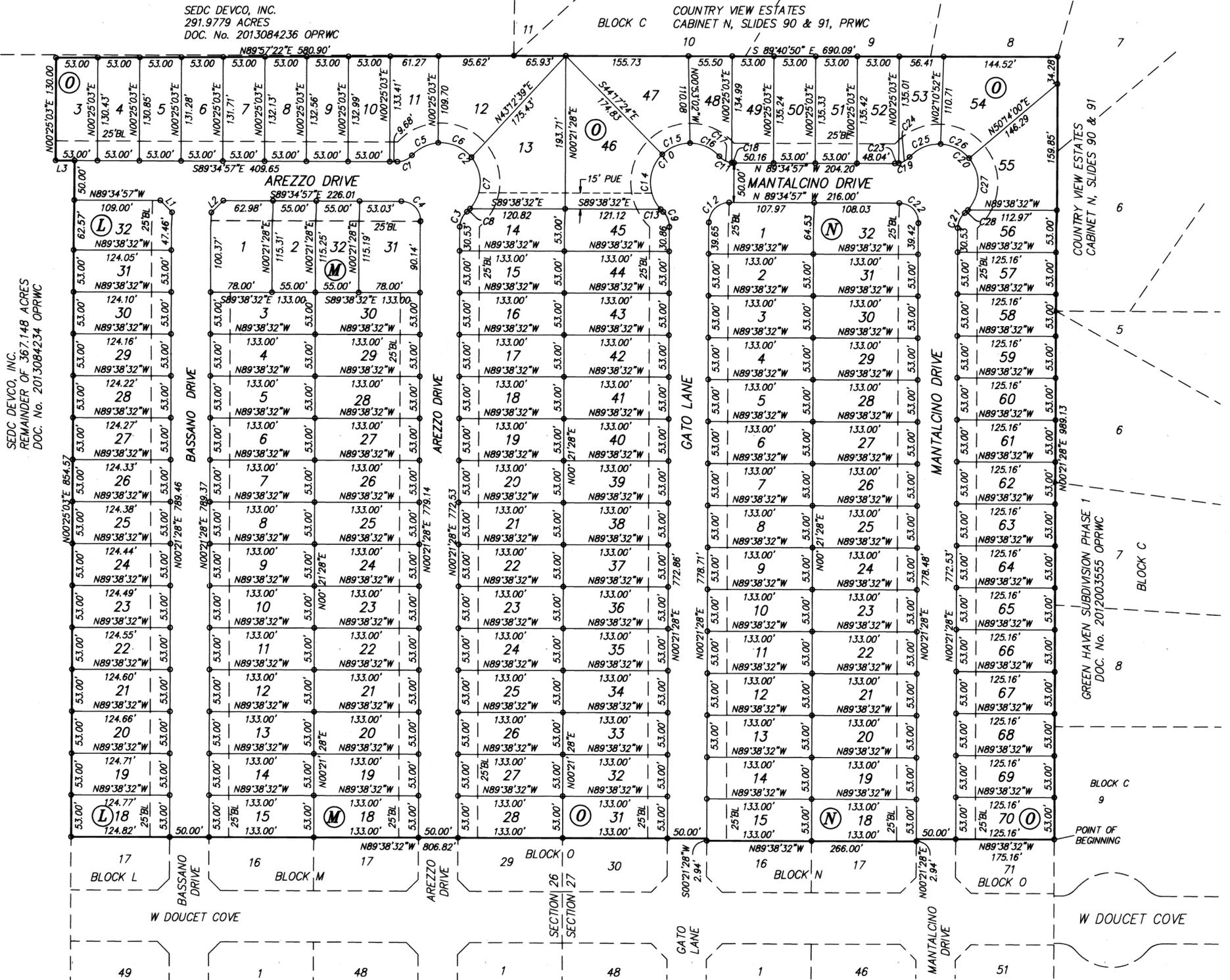
LEGEND:  
○ = SET 1/2" IRON ROD WITH RJ SURVEYING CAP  
● = FOUND 1/2" IRON ROD  
PUE = PUBLIC UTILITY EASEMENT  
DE = DRAINAGE EASEMENT  
BL = BUILDING SETBACK LINE  
Ⓝ = BLOCK NAME  
OPRWC = OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY

NOTES:

- NO STRUCTURE OR LAND IN THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A CERTIFICATE OF COMPLIANCE FROM THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR.
- ALL SIDEWALKS ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
- WATER SERVICE WILL BE PROVIDED BY JONAH WATER SPECIAL UTILITY DISTRICT.
- SANITARY SEWER SERVICE WILL BE PROVIDED BY THE CITY OF ROUND ROCK.
- ALL PUBLIC ROADWAYS, RIGHTS-OF-WAY AND EASEMENTS SHOWN ON THIS PLAT ARE FREE OF LIENS.
- THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE OF THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BASE FLOOD ELEVATION (BFE), WHICHEVER IS HIGHER.



LOCATION MAP  
SCALE: 1" = 800'



PUBLIC NEW STREETS

NAME	LENGTH	ROW WIDTH	DESIGN SPEED
AREZZO DRIVE	1294	50	25
BASSANO DRIVE	829	50	25
GATO LANE	829	50	25
MANTALCINO DRIVE	1144	50	25
TOTAL	4096		

LINE	LENGTH	BEARING
L1	21.20'	S44°36'45"E
L2	21.22'	N45°23'15"E
L3	24.03'	S89°34'57"E

CURVE	LENGTH	RADIUS	DELTA	CHORD BRNG.	CHORD
C1	20.73	25.00	47°30'40"	N66°39'43"E	20.14
C2	162.00	50.00	185°38'28"	N44°16'23"W	99.88
C3	21.03	25.00	48°11'23"	N24°27'09"E	20.41
C4	39.24	25.00	89°56'25"	N44°36'45"W	35.34
C5	37.74	50.00	43°15'08"	N64°31'57"E	36.85
C6	47.90	50.00	54°53'21"	N66°23'48"W	46.09
C7	70.92	50.00	81°16'01"	N01°40'53"E	65.12
C8	5.44	50.00	67°35'58"	N45°25'52"E	5.44
C9	21.03	25.00	48°11'23"	N23°44'14"W	20.41
C10	162.70	50.00	186°26'21"	N45°23'15"E	99.84
C11	21.03	25.00	48°11'23"	N65°29'16"W	20.41
C12	39.30	25.00	90°03'35"	N45°23'15"E	35.37
C13	4.99	50.00	5°43'29"	N44°58'13"W	4.99
C14	76.64	50.00	87°49'07"	N01°48'02"E	69.35

CURVE	LENGTH	RADIUS	DELTA	CHORD BRNG.	CHORD
C15	39.08	50.00	44°46'49"	N68°06'00"E	38.09
C16	41.99	50.00	48°07'01"	N65°27'05"W	40.77
C17	18.18	25.00	41°40'15"	N62°13'42"W	17.78
C18	2.84	25.00	6°31'08"	N86°19'23"W	2.84
C19	21.03	25.00	48°11'23"	N66°19'21"E	20.41
C20	162.59	50.00	186°19'11"	N44°36'45"W	99.85
C21	21.03	25.00	48°11'23"	N24°27'09"E	20.41
C22	39.24	25.00	89°56'25"	N44°36'45"W	35.34
C23	5.00	25.00	11°27'18"	N84°41'24"E	4.99
C24	16.03	25.00	36°44'05"	N60°35'42"E	15.76
C25	44.12	50.00	50°33'12"	N67°30'16"E	42.70
C26	41.51	50.00	47°34'03"	N63°26'07"W	40.33
C27	71.53	50.00	81°57'59"	N01°19'54"E	65.58
C28	5.44	50.00	67°35'57"	N45°25'52"E	5.44

PROPERTY OWNER:  
SEDC DEVCO, INC.  
JOHN LLOYD, PRESIDENT  
4720-4 ROCKCLIFF ROAD  
AUSTIN, TEXAS 78746

TOTAL AREA OF PLAT: 28.38 ACRES

SURVEY: ROBERT McNUTT SURVEY, ABSTRACT No. 422

SINGLE FAMILY LOTS  
(133 @ 53' & 8 @ 63')

MAY 20, 2016

**RANDALL JONES & ASSOCIATES ENGINEERING, INC.**  
2900 JAZZ STREET, ROUND ROCK, TEXAS 78664  
(512) 836-4793 FAX: (512) 836-4817 F-9784

**RJ SURVEYING & ASSOCIATES, INC.**  
2900 JAZZ STREET, ROUND ROCK, TEXAS 78664  
(512) 836-4793 FAX: (512) 836-4817

PLAT OF  
**SIENA SECTION 28**  
WILLIAMSON COUNTY, TEXAS

THAT PART OF THE ROBERT MCNUTT SURVEY, ABSTRACT NO. 422, IN WILLIAMSON COUNTY, TEXAS, BEING A PART OF THAT 367.148 ACRE TRACT OF LAND CONVEYED TO SEDC DEVCO, INC., BY DEED RECORDED IN DOCUMENT NO. 2013084234 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT A 1/2" IRON ROD SET AT THE NORTHEAST CORNER OF LOT 71, BLOCK O, SIENA SECTION 27, ACCORDING TO THE PLAT THEREOF RECORDED IN DOCUMENT NO. 2015018917 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS;

THENCE N.89°38'32"W. (BEARING BASIS) ALONG THE NORTH LINE OF SAID LOT 71 AND CONTINUING ACROSS MANTALCINO DRIVE A DISTANCE OF 175.16 FEET TO THE WEST LINE OF MANTALCINO DRIVE;

THENCE S.00°21'28"W. ALONG SAID WEST LINE A DISTANCE OF 2.94 FEET TO A 1/2" IRON ROD SET AT THE NORTHEAST CORNER OF LOT 17, BLOCK N, SIENA SECTION 27;

THENCE N.89°38'32"W. ALONG THE NORTH LINE OF LOTS 16 AND 17, BLOCK N A DISTANCE OF 266.00 FEET TO A 1/2" IRON ROD SET AT THE NORTHWEST CORNER OF SAID LOT 16 IN THE EAST LINE OF GATO LANE;

THENCE N.00°21'28"E. ALONG SAID EAST LINE A DISTANCE OF 2.94 FEET;

THENCE N.89°38'32"W. ACROSS GATO LANE AND CONTINUING ALONG THE NORTH LINE OF LOT 30, BLOCK O, THE NORTH LINE OF LOT 29, BLOCK O; AND THE NORTH LINE OF LOTS 16 AND 17, BLOCK M; LOT 17, BLOCK L, SIENA SECTION 26 ACCORDING TO THE PLAT THEREOF RECORDED IN DOCUMENT NO. 2015041785 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, A DISTANCE OF 806.82 FEET TO A 1/2" IRON ROD SET AT THE NORTHWEST CORNER OF LOT 17, BLOCK L;

THENCE ACROSS SAID 367.148 ACRE TRACT THE FOLLOWING FOUR COURSES:

1. N.00°25'03"E. A DISTANCE OF 854.57 FEET TO A 1/2" IRON ROD SET;
2. N.89°34'57"W. A DISTANCE OF 24.03 FEET TO A 1/2" IRON ROD SET;
3. N.00°25'03"E. A DISTANCE OF 130.00 FEET TO A 1/2" IRON ROD SET;
4. N.89°57'22"E. A DISTANCE OF 580.90 FEET TO A 1/2" IRON ROD FOUND IN A NORTH LINE OF SAID 367.148 ACRE TRACT AT THE SOUTHWEST CORNER OF LOT 10, BLOCK C, COUNTRY VIEW ESTATES, ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET N, SLIDES 90 AND 91 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AND CONTINUE ALONG THE SOUTH LINE OF LOTS 8, 9 AND 10, BLOCK C, OF SAID PLAT OF COUNTRY VIEW ESTATES;

THENCE S.89°40'50"E. ALONG SAID NORTH LINE AND THE SOUTH LINE OF SAID LOTS 8, 9, AND 10 A DISTANCE OF 690.09 FEET TO A 1/2" IRON ROD FOUND AT A NORTHEAST CORNER OF SAID 367.148 ACRE TRACT AND THE SOUTHEAST CORNER OF SAID LOT 8;

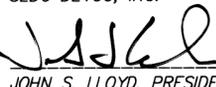
THENCE S.00°21'28"W. ALONG AN EAST LINE OF SAID 367.148 ACRE TRACT THE SAME BEING THE WEST LINE OF LOTS 6 AND 7, COUNTRY VIEW ESTATES AND THE WEST LINE OF LOTS 6, 7, 8, AND 9, BLOCK C, GREEN HAVEN SUBDIVISION PHASE 1, ACCORDING TO THE PLAT THEREOF RECORDED IN DOCUMENT NO. 2012003555 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, A DISTANCE OF 989.13 FEET TO THE SAID POINT OF BEGINNING.

CONTAINING 28.38 ACRES, MORE OR LESS.  
ALL IRON RODS SET HAVE RJ SURVEYING CAPS

STATE OF TEXAS  
COUNTY OF WILLIAMSON  
KNOW ALL MEN BY THESE PRESENTS

THAT SEDC DEVCO, INC., A TEXAS CORPORATION, BEING THE OWNER OF THE CERTAIN 367.148 ACRE TRACT OF LAND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2013084234 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. WE DO HEREBY APPROVE THE RECORDATION OF THIS SUBDIVISION PLAT AND DEDICATE TO THE PUBLIC USE FOREVER ANY EASEMENTS AND ROADS THAT ARE SHOWN HEREON. THIS SUBDIVISION IS TO BE KNOWN AS "SIENA SECTION 28" AND FURTHER ACKNOWLEDGE THAT IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE ENVIRONMENT, INCLUDING (BUT NOT LIMITED TO) THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS AND MUNICIPAL WATERSHED ORDINANCES.

THIS 31<sup>st</sup> DAY OF May 2016

SEDC DEVCO, INC.  
  
JOHN S. LLOYD, PRESIDENT  
4720-4 ROCKCLIFF ROAD  
AUSTIN, TEXAS 78746

ACKNOWLEDGMENT  
THE STATE OF TEXAS  
COUNTY OF TRAVIS

BEFORE ME ON THIS DAY PERSONALLY APPEARED JOHN S. LLOYD, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 31<sup>st</sup> DAY OF May, A. D., 2016

  
KAYLA MONARRES  
Notary Public, State of Texas  
Commission Expires 07-21-2019

ENGINEER'S CERTIFICATION  
THE 100-YEAR FLOOD PLAIN IS CONTAINED WITHIN THE DRAINAGE EASEMENTS AS SHOWN HEREON. NO PORTION OF THIS TRACT IS WITHIN THE 100 YEAR FLOOD PLAIN AS SHOWN ON FLOOD INSURANCE RATE COMMUNITY PANEL NUMBER 48491C0515E EFFECTIVE SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS.

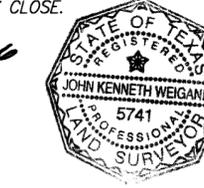
I, R. BRENT JONES, DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAT COMPLIES WITH THE SUBDIVISION ORDINANCES AND THE STORMWATER DRAINAGE POLICY ADOPTED BY WILLIAMSON COUNTY, TEXAS. THIS TRACT IS NOT LOCATED IN THE EDWARDS AQUIFER RECHARGE ZONE

  
R. BRENT JONES  
DATE 5/20/16  
LICENSED PROFESSIONAL ENGINEER NO. 92671



SURVEYOR'S CERTIFICATION  
I, J. KENNETH WEIGAND, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ON THE GROUND SURVEY OF THE LAND SHOWN HEREON AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE PROPERLY PLACED UNDER MY SUPERVISION. THIS PLAT COMPLIES WITH THE REQUIREMENTS OF WILLIAMSON COUNTY. ALL EASEMENTS OF RECORD OF WHICH I HAVE KNOWLEDGE ARE SHOWN OR NOTED ON THE PLAT. THE FIELD NOTES HEREON MATHEMATICALLY CLOSE.

  
J. KENNETH WEIGAND  
DATE May 20, 2016  
R.P.L.S. NO. 5741  
STATE OF TEXAS



IN APPROVING THIS PLAT BY THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS' COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM AND STREETS.

THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOOD PLAIN DATA, IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

STATE OF TEXAS  
COUNTY OF WILLIAMSON  
KNOW ALL MEN BY THESE PRESENTS

THAT INTERNATIONAL BANK OF COMMERCE, THE LIEN HOLDER OF THAT CERTAIN 24.98 ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 2007070996, 2008015858, 2013014333, 2013105379 AND 2014089784 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES HEREBY CONSENT TO THE SUBDIVISION OF THAT CERTAIN 24.98 ACRE TRACT OF LAND SITUATED IN WILLIAMSON COUNTY, TEXAS, AND DOES FURTHER HEREBY JOIN, APPROVE AND CONSENT TO THE DEDICATION TO THE PUBLIC FOREVER USE OF THE STREETS, ALLEYS, EASEMENTS AND ALL OTHER LANDS INTENDED FOR PUBLIC DEDICATION AS SHOWN HEREON.

INTERNATIONAL BANK OF COMMERCE  
A TEXAS BANKING ASSOCIATION  
BY:   
Aaron Haroldson  
FIRST VICE PRESIDENT  
COMMERCIAL LENDING

THE STATE OF TEXAS  
COUNTY OF Texas

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 31<sup>st</sup> DAY OF May 2016

BY:   
KAYLA MONARRES  
Notary Public, State of Texas  
Commission Expires 07-21-2019

STATE OF TEXAS  
COUNTY OF WILLIAMSON  
KNOW ALL MEN BY THESE PRESENTS

THAT I, DAN A. GATTIS, COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, THAT A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

DAN A. GATTIS, COUNTY JUDGE  
WILLIAMSON COUNTY, TEXAS  
DATE

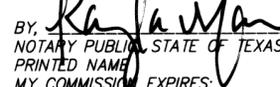
STATE OF TEXAS  
COUNTY OF WILLIAMSON  
KNOW ALL MEN BY THESE PRESENTS

THAT EASY KYLE PARTNERS, L.P., A TEXAS LIMITED PARTNERSHIP, THE LIEN HOLDER OF THAT CERTAIN 367.148 ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 2013084235 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES HEREBY CONSENT TO THE SUBDIVISION OF THAT CERTAIN 24.98 ACRE TRACT OF LAND SITUATED IN WILLIAMSON COUNTY, TEXAS, AND DOES FURTHER HEREBY JOIN, APPROVE AND CONSENT TO THE DEDICATION TO THE PUBLIC FOREVER USE OF THE STREETS, ALLEYS, EASEMENTS AND ALL OTHER LANDS INTENDED FOR PUBLIC DEDICATION AS SHOWN HEREON.

EASY KYLE PARTNERS, L.P., A TEXAS LIMITED PARTNERSHIP  
BY: GENERAL DRIPPING, INC.  
A TEXAS CORPORATION  
ITS GENERAL PARTNER  
  
BY: JOHN S. LLOYD, PRESIDENT

THE STATE OF TEXAS  
COUNTY OF TRAVIS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 31<sup>st</sup> DAY OF May 2016

BY:   
KAYLA MONARRES  
Notary Public, State of Texas  
Commission Expires 07-21-2019

STATE OF TEXAS  
COUNTY OF WILLIAMSON

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATION OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE \_\_\_ DAY OF \_\_\_\_\_ A.D. \_\_\_\_\_, AT \_\_\_ O'CLOCK \_\_\_ M. AND DULY RECORDED ON THE \_\_\_ DAY OF \_\_\_\_\_, A.D. \_\_\_\_\_ AT \_\_\_ O'CLOCK \_\_\_ M IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY, IN DOCUMENT No. \_\_\_\_\_

WITNESS MY HAND AND SEAL OF THE COUNTY COURT OF SAID COUNTY, AT OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST WRITTEN ABOVE.

NANCY RISTER, CLERK,  
COUNTY COURT WILLIAMSON COUNTY, TEXAS

BY: \_\_\_\_\_  
DEPUTY

MAY 20, 2016

**RANDALL JONES & ASSOCIATES ENGINEERING, INC.**  
2900 JAZZ STREET, ROUND ROCK, TEXAS 78664  
(512) 836-4793 FAX: (512) 836-4817 F-9784

**RJ SURVEYING & ASSOCIATES, INC.**  
2900 JAZZ STREET, ROUND ROCK, TEXAS 78664  
(512) 836-4793 FAX: (512) 836-4817 F-10015400

S:\LAND\2351-2400\2381\dwg\2381-plat.dwg 7/17/2015 1:19:51 PM GDT

**Commissioners Court - Regular Session**

**16.**

**Meeting Date:** 10/04/2016

Griffis Subdivision - Final Plat

**Submitted For:** Joe England

**Submitted By:** Stephen Jones-Meyer, Unified Road System

**Department:** Unified Road System

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on approval of the final plat for the Griffis subdivision - Pct 4.

**Background**

This subdivision consists of 4 single family lots and no new public roads.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

[Griffis Subdivision - Final Plat](#)

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Stephen Jones-Meyer

Final Approval Date: 09/19/2016

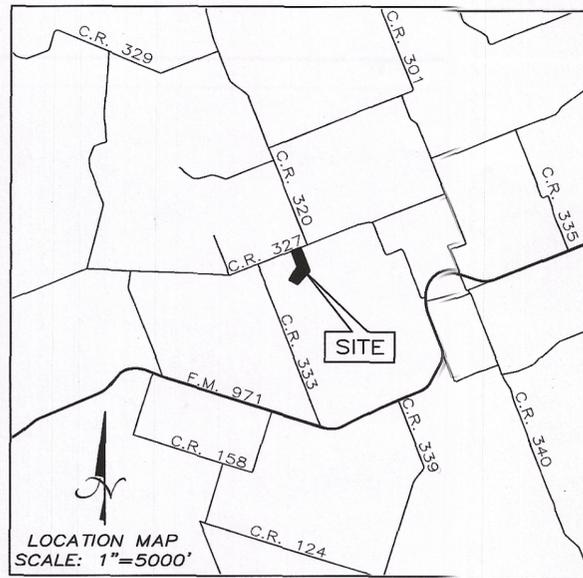
**Reviewed By**

Wendy Coco

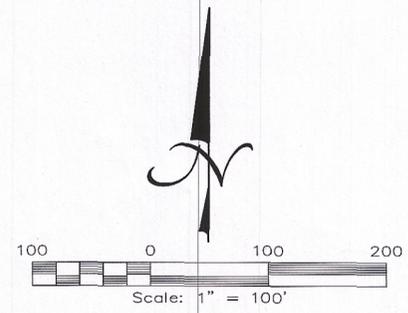
**Date**

09/19/2016 09:34 AM

Started On: 09/16/2016 12:44 PM



FINAL PLAT OF:  
**GRIFFIS SUBDIVISION**  
 13.22 ACRES OUT OF THE JAMES A. JORDAN SURVEY,  
 ABSTRACT No. 726, IN WILLIAMSON COUNTY, TEXAS.



**DRIVEWAY ACCESS NOTE:**  
 ACCESS TO LOTS 1-4 TO COUNTY ROAD 327  
 TO BE LIMITED TO THE SHOWN 30' WIDE  
 ACCESS EASEMENT. NO FUTURE DRIVEWAY  
 PERMITS FOR COUNTY ROAD 327 WILL BE  
 ALLOWED FOR LOTS 1-4.

BEARINGS CITED HEREON BASED ON STATE  
 PLANE COORDINATES, GRID NORTH, CENTRAL  
 ZONE, TEXAS NAD 83 (93).

FINAL PLAT OF:  
 GRIFFIS SUBDIVISION

**OWNERS:** JERRY J. GRIFFIS & DONNA KAYE GRIFFIS  
 2600 COUNTY ROAD 327  
 GRANGER, TX  
 76530

**ACREAGE:** 13.22 ACRES  
**SURVEY:** JAMES A. JORDAN SURVEY,  
 ABSTRACT NO. 726

**NO. OF BLOCKS:** 1  
**NO. OF LOTS:** 4  
**NEW STREETS:** None  
**SUBMISSION DATE:** December 2, 2015  
**RESUBMISSION DATE:** January 19, 2016  
**3rd SUBMISSION DATE:** February 5, 2016  
**SURVEYOR:** Texas Land Surveying, Inc.  
 3613 Williams Drive, Ste. 903  
 Georgetown, Texas 78628  
 512-930-1600 - phone  
 512-930-9389 - fax

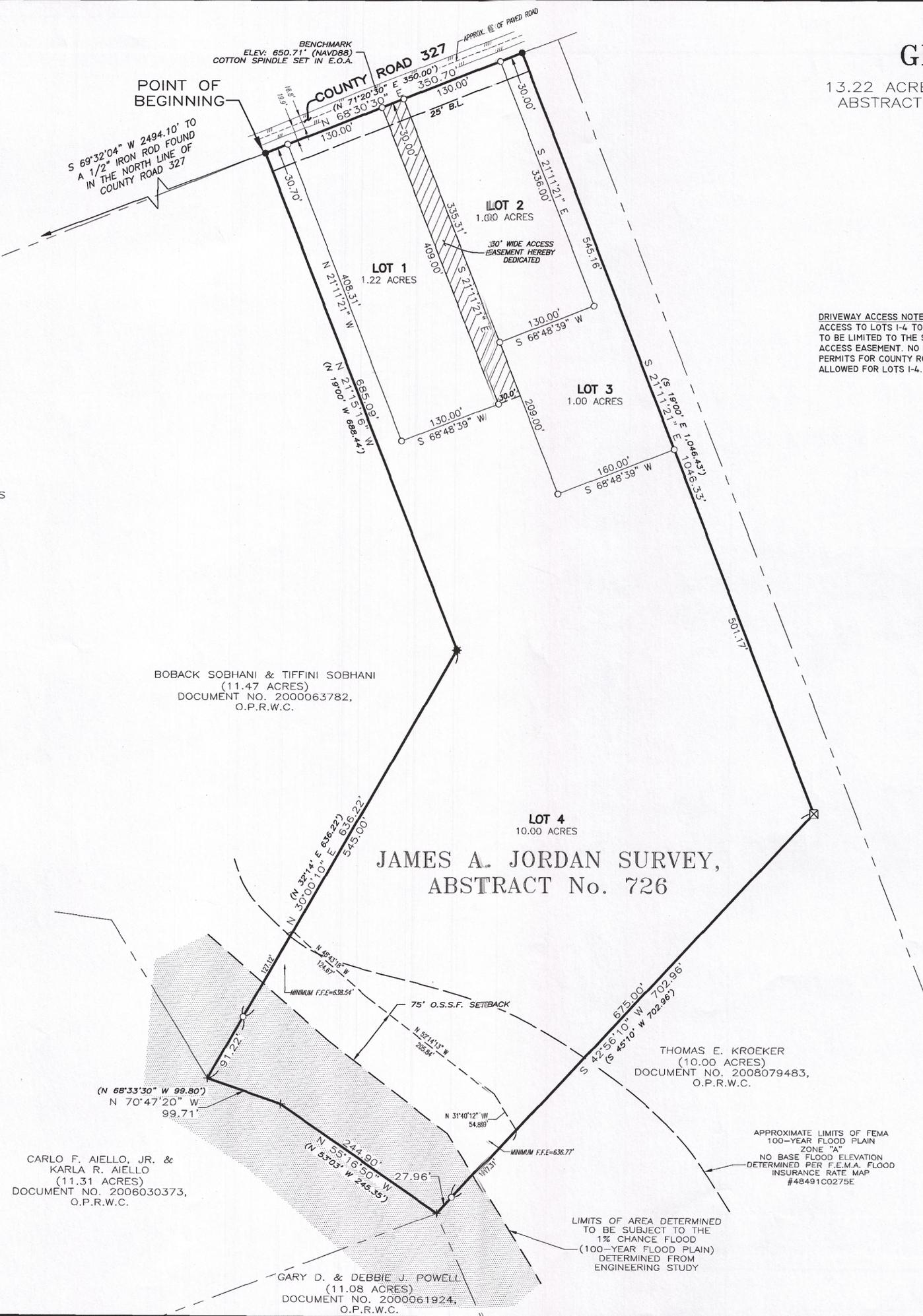
**ENGINEER:** Smith-Western Engineering  
 TBPE Firm #1612  
 3613 Williams Drive, Ste. 901  
 Georgetown, Texas 78628  
 512-869-1168/512-819-4677 fax

**LEGEND**

●	5/8" IRON ROD NO CAP FOUND (UNLESS OTHERWISE NOTED)
○	1/2" IRON ROD SET W/ PLASTIC CAP STAMPED "TLS INC."
★	COTTON SPINDLE FOUND
+	CALCULATED POINT
○	UTILITY POLE
—	ELECTRIC LINES
—	PAVEMENT
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
B.L.	BUILDING SETBACK LINE
O.S.S.F.	ON-SITE SEWAGE FACILITY
F.F.E.	FIRST FLOOR ELEVATION
E.O.A.	EDGE OF ASPHALT
( )	RECORD INFORMATION
⊕	WATER METER
⊖	CLEANOUT
⊗	ELECTRIC

**CULVERT TABLE**

LOT NO.	CULVERT SIZE	CULVERT LENGTH	INVERT ELEVATION
1	35"x24"	22' Minimum	647.7'
2	35"x24"	22' Minimum	649.4'
3	35"x24"	22' Minimum	650.7'
4	35"x24"	22' Minimum	648.8'



**PERIMETER FIELD NOTES**

Being 13.22 acres out of the James A. Jordan Survey, Abstract No. 726 in Williamson County, Texas, being that same tract conveyed to Jerry J. Griffis and Donna Kaye Griffis by deed recorded in Document No. 2000065397 of the Official Public Records of Williamson County, Texas, and further described by metes and bounds as follows:

**BEGINNING:** at a 5/8 inch iron rod found in the south line of County Road 327, marking the northeast corner of that tract called 11.47 acres in a deed to Bobak Sobhani and Tiffini Sobhani, recorded in Document No. 2000063782 of said Official Public Records, for the northwest corner of said Griffis tract and this tract;

**THENCE:** N 68°30'30" E 350.70 feet with south line of said County Road 327 to a 1/2 inch iron rod with orange cap found, marking the most northerly northwest corner of that tract called 10.00 acres in a deed to Thomas E. Kroeker, recorded in Document No. 2008079483 of said Official Public Records, for the northeast corner of said Griffis tract and this tract;

**THENCE:** S 21°11'21" E 1046.33 feet with northwest line of said Kroeker tract to a 1/2 inch iron rod in concrete found, marking an angle point in the northwest line of said Kroeker tract for the southwest corner of said Griffis tract and this tract;

**THENCE:** S 42°56'10" W with northwest line of said Kroeker tract at 675.00 feet pass a 1/2 inch iron rod with pink cap stamped "TLS INC." set for reference, and continuing for an overall distance of 702.96 feet to a calculated point in the center of Opossum Creek, marking the northwest corner of said Kroeker tract, the northeast corner of that tract called 11.08 acres in a deed to Gary D. Powell and Debbie J. Powell, recorded in Document No. 2000061924 of said Official Public Records, and marking the southeast corner of that tract called 11.31 acres in a deed to Carlo F. Aiello, Jr. and Karla R. Aiello, recorded in Document No. 2006030373 of said Official Public Records, for the most southerly corner of said Griffis tract and this tract;

**THENCE:** with the east line of said Aiello tract and the center line of said creek the following two (2) courses:

1. N 55°16'50" W 244.90 feet to a calculated point, for an angle point in the southwest line of said Griffis tract and this tract;
2. N 70°47'20" W 99.71 feet to a calculated point, marking the most southerly corner of said Sobhani tract for the most westerly corner of said Griffis tract and this tract;

**THENCE:** with the east line of said Sobhani tract the following two (2) courses:

1. N 30°00'10" E at 91.22 feet pass a 1/2 inch iron rod with pink cap stamped "TLS INC." set for reference, and continuing for an overall distance of 636.22 feet to a cotton spindle found, for an angle point in the west line of said Griffis tract and this tract;
2. N 21°15'16" W 685.09 feet to the POINT OF BEGINNING.

**SHEET**

1 OF 2

**Texas Land Surveying, Inc.**  
 3613 Williams Drive, Suite 903 - Georgetown, Texas 78628  
 (512) 930-1600/(512) 930-9389 fax  
 www.texas-ls.com  
 TBPLS FIRM NO. 10056200  
 IF THIS DOCUMENT DOES NOT CONTAIN THE RED STAMPED SEAL OF THE UNDERSIGNED SURVEYOR, IT IS AN UNAUTHORIZED/ILLEGAL COPY. TEXAS LAND SURVEYING, INC. ASSUMES NO LIABILITY FROM THE USE OF ANY UNAUTHORIZED/ILLEGAL DOCUMENT.

# GRIFFIS SUBDIVISION

13.22 ACRES OUT OF THE JAMES A. JORDAN SURVEY,  
ABSTRACT No. 726, IN WILLIAMSON COUNTY, TEXAS.

### OWNER'S CERTIFICATION:

STATE OF TEXAS §  
COUNTY OF WILLIAMSON § KNOW ALL MEN BY THESE PRESENTS:

I, Jerry J. Griffis, co-owner of the certain tract of land shown hereon and described in a deed recorded in Document No. 2000065397 of the Official Records of Williamson County, Texas, do hereby subdivide said tract as shown, and do hereby subdivide said tract as shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby forever dedicate to the public the roads, alleys, rights-of-way, easements and public places shown hereon for such public purposes as Williamson County may deem appropriate, and do hereby state that all public roadways and easements as shown on this plat are free of liens. This subdivision is to be known as **GRIFFIS SUBDIVISION**.

TO CERTIFY WHICH, WITNESS by my hand this 5<sup>th</sup> day of August, 2016.

Jerry J. Griffis  
Jerry J. Griffis  
2600 County Road 327  
Granger, TX 76530

STATE OF TEXAS §  
COUNTY OF WILLIAMSON § KNOW ALL MEN BY THESE PRESENTS:

Before me, the undersigned authority, on this day personally appeared Jerry J. Griffis, known by me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the foregoing instrument as the owner of the property described hereon.

GIVEN UNDER MY HAND AND SEAL of office this 5<sup>th</sup> day of August, 2016.

Nicole Berry  
Notary Public in and for the State of Texas  
My Commission expires on: 4-27-2019



### OWNER'S CERTIFICATION:

STATE OF TEXAS §  
COUNTY OF WILLIAMSON § KNOW ALL MEN BY THESE PRESENTS:

I, Donna Kaye Griffis, co-owner of the certain tract of land shown hereon and described in a deed recorded in Document No. 2000065397 of the Official Records of Williamson County, Texas, do hereby subdivide said tract as shown, and do hereby consent to all plat note requirements shown hereon, and do hereby forever dedicate to the public the roads, alleys, rights-of-way, easements and public places shown hereon for such public purposes as Williamson County may deem appropriate, and do hereby state that all public roadways and easements as shown on this plat are free of liens. This subdivision is to be known as **GRIFFIS SUBDIVISION**.

TO CERTIFY WHICH, WITNESS by my hand this 5<sup>th</sup> day of August, 2016.

Donna Kaye Griffis  
Donna Kaye Griffis  
2600 County Road 327  
Granger, TX 76530

STATE OF TEXAS §  
COUNTY OF WILLIAMSON § KNOW ALL MEN BY THESE PRESENTS:

Before me, the undersigned authority, on this day personally appeared Steven G. Lively, known by me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the foregoing instrument as the owner of the property described hereon.

GIVEN UNDER MY HAND AND SEAL of office this 5<sup>th</sup> day of August, 2016.

Nicole Berry  
Notary Public in and for the State of Texas  
My Commission expires on: 4-27-2019



### LIEN HOLDER'S CERTIFICATION:

STATE OF LOUISIANA §  
PARISH OF QUACHITA § KNOW ALL MEN BY THESE PRESENTS:

That JPMorgan Chase Bank, National Association successor in interest by purchase from the Federal Deposit Insurance Corporation as Receiver of Washington Mutual Bank, f/k/a Washington Mutual Bank, FA, the lien holder of that certain tract of land granted to Jerry J. Griffis AKA Jerry Griffis and wife Donna Kaye Griffis AKA Donna K. Griffis, recorded as Document No. 2003083489 of the Official Public Records of Williamson County, Texas, do hereby consent to subdivision of that certain tract of land situated in Williamson County, Texas, plat do further hereby join, approve, and consent to the dedication to the public for ever use of the streets, alleys, easements and all other lands intended for public dedication as shown hereon to be known as **GRIFFIS SUBDIVISION**. Dated August 21, 2003. Recorded August 27, 2003.

Archie Freeman  
Vice President of JPMorgan Chase Bank National Association successor in interest by purchase from the Federal Deposit Insurance Corporation.

On Sept 9, 2016, before me appeared Archie Freeman, to me personally known, who did say that he/she/they is/are the Vice President of JPMorgan Chase Bank National Association successor in interest by purchase from the Federal Deposit Insurance Corporation as Receiver of Washington Mutual Bank, f/k/a Washington Mutual Bank, FA and the instrument was signed on behalf of the corporation, (or association), by the authority from its board of directors, and that he/she/they acknowledged the instrument to be the free act and deed of the corporation (or association).

WITNESS my hand and notary seal on this 9 day of September, 2016.

Bridget A. Chunn  
Bridget A. Chunn #04479  
Printed Name, Notary Public  
Littine  
Date Notary Commission Expires  
Quachita  
Parish of Residence



\*as receiver of Washington Mutual Bank  
f/k/a Washington Mutual Bank, FA.

### PLAT NOTES:

- Right-of-way easements for widening roadways or improving drainage shall be maintained by the landowner until road or drainage improvements are actually constructed on the property. The County has the right at any time to take possession of any road widening easement for the construction, improvement or maintenance of the adjacent road.
- The landowner assumes all risks associated with improvements located in the right-of-way or road widening easements. By placing anything in the right-of-way or road widening easements, the landowner indemnifies and holds the County, its officers, and employees harmless from any liability owing to property defects or negligence not attributed to them and acknowledges that the improvements may be removed by the County and that the Owner of the improvement shall be responsible for the relocation and/or replacement of the improvement.
- In approving this plat by the Commissioner's Court of Williamson County, Texas, it is understood that the building of all roads, and other public thoroughfares and any bridges or culverts necessary to be constructed or placed is the responsibility of the owner(s) of the tract of land covered by this plat in accordance with the plans and specifications prescribed by the Commissioner's Court of Williamson County, Texas. Said Commissioner's Court assumes no obligation to build any of the roads, or other public thoroughfares shown on this plat, or of constructing any of the bridges or drainage improvements in connection therewith. The County will assume no responsibility for drainage ways or easements in the subdivision, other than those draining or protecting the road system.
- It is the responsibility of the owner, not the County, to assure compliance with the provisions of all applicable state, federal and local laws and regulations relating to the platting and development of this property.
- The County assumes no responsibility for the accuracy of representations by other parties in this plat. Floodplain data, in particular, may change. It is further understood that the owners of the tract of land covered by this plat must install at their own expense all traffic control devices and signage that may be required before the roads in the subdivision have finally been accepted for maintenance by the County.
- Rural mailboxes shall be set three feet from the edge of the pavement or behind curbs, when used. All mailboxes within county arterial right-of-way shall meet the current TxDOT standards. Any mailbox that does not meet this requirement may be removed by Williamson County.
- No structure or land within this plat shall hereafter be located or altered without first obtaining a Development Permit from the Williamson County Floodplain Administrator.
- The minimum lowest finished floor elevation shall be one foot higher than the highest spot elevation that is located within five feet outside the perimeter of the building, or one foot above the BFE, whichever is higher.
- Water service for this subdivision will be provided by Jonah Water Service. Sewer service for this subdivision will be provided by On-Site Sewage Facility.
- Lot 3 may not be further subdivided.
- One-way "circular" driveways shall be prohibited onto County Road 327.
- The minimum finished floor elevation for Lot 4 shown on this plat was determined by adding two (2) feet to the base flood elevation (BFE) as determined by a floodplain analysis prepared by J. P. Donoso, P.E., titled "Floodplain Analysis for Opossum Creek in front of Griffis Subdivision, Williamson County, Texas", dated May 21, 2016.
- Landscaping is prohibited within the County Road right-of-way.

### SURVEYOR'S CERTIFICATION

STATE OF TEXAS §  
COUNTY OF WILLIAMSON § KNOW ALL MEN BY THESE PRESENTS:

I, Kenneth Louis Crider, Registered Professional Land Surveyor in the State of Texas, do hereby certify that this plat is true and correctly made from an actual survey made on the ground of the property legally described hereon, and that there are no apparent discrepancies, conflicts, overlapping of improvements, visible utility lines or roads in place, except as shown on the accompanying plat, and that the corner monument shown thereon were properly placed under my supervision in accordance with the City of Georgetown Regulations.

TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Williamson County, Texas, this 5<sup>th</sup> day of August, 2016.

Kenneth Louis Crider  
Kenneth Louis Crider  
Registered Professional Land Surveyor No. 5624  
State of Texas



### ENGINEER'S CERTIFICATION:

STATE OF TEXAS §  
COUNTY OF WILLIAMSON § KNOW ALL MEN BY THESE PRESENTS:

I, Robert P. Smith, Registered Professional Engineer in the State of Texas, do hereby certify that this plat is not located within the Edwards Aquifer Recharge Zone and is encroached by a Special Flood Hazard Area inundated by 100 year Flood as identified by the U.S. Federal Emergency Management Agency Boundary Map, (Flood Insurance Rate Map), Community-Panel Number 48491C0325, effective date September 26, 2008.

Robert P. Smith 9-16-16  
Robert P. Smith  
Registered Professional Engineer No. 40030  
State of Texas



### ROAD NAME AND 911 ADDRESSING APPROVAL

Road name and address assignments verified this 15<sup>th</sup> day of September, 2016 A.D.

Teresa Baker  
Teresa Baker  
Williamson County Addressing Coordinator

### FLOODPLAIN ADMINISTRATOR APPROVAL

Based upon the above representations of the Engineer of Surveyor whose seal is affixed hereto, and after a review of the plat as represented by the said Engineer or Surveyor, I find that this plat complies with the Williamson County Floodplain Regulations. This certification is made solely upon such representations and should not be relied upon for verifications of the facts alleged. Williamson County disclaims any responsibility to any member of the public for independent verification of the representations, factual or otherwise, contained in this plat and the documents associated within it.

Joe England 9/16/16  
Joe England, County Engineer  
Williamson County Floodplain Administrator

### HEALTH DISTRICT APPROVAL

Based upon the above representations of the Engineer of Surveyor whose seal is affixed hereto, and after a review of the plat as represented by the said Engineer or Surveyor, I find that this plat complies with the requirements of Edwards Aquifer Regulations for Williamson County and Williamson County On-Site Sewage Facility Regulations. This certification is made solely upon such representations and should not be relied upon for verifications of the facts alleged. The Williamson County and Cities Health District (WCCHD) and Williamson County disclaim and responsibility to any member of the public for independent verification of the representations, factual or otherwise, contained in this plat and the documents associated with it.

Deborah L. Marlow, R.S. 9/15/2016  
Deborah L. Marlow, RS, OS0029596  
Environmental Health Services, WCCHD

### COUNTY JUDGE'S APPROVAL

STATE OF TEXAS §  
COUNTY OF WILLIAMSON § KNOW ALL MEN BY THESE PRESENTS:

I, Dan A. Gattis, County Judge of Williamson County, Texas, do hereby certify that this map of plat, with field notes hereon, for a subdivision having been fully presented to the Commissioner's Court of Williamson County, Texas, and by the said Court duly considered, were on this day approved and that this plat is authorized to be registered and recorded in the proper records of the County Clerk of Williamson County, Texas.

Dan A. Gattis  
Dan A. Gattis, County Judge  
Williamson County, Texas

### COUNTY CLERK'S APPROVAL:

STATE OF TEXAS §  
COUNTY OF WILLIAMSON § KNOW ALL MEN BY THESE PRESENTS:

I, Nancy Rister, Clerk of the County Court of said County, do hereby certify that the foregoing instrument in writing, with its certificate of authentication was filed for record in my office on the      day of     , 20    , A.D., at      o'clock,      M., and duly recorded in the Official Public Records of said County under Document No.     .

TO CERTIFY WHICH, WITNESS my hand and seal at the County Court of said County, at my office in Georgetown, Texas, the date last shown above written.

    , Clerk  
County Court of Williamson County, Texas

SHEET  
2 OF 2

**Texas Land Surveying, Inc.**  
3613 Williams Drive, Suite 903 - Georgetown, Texas 78628  
(512) 930-1600/(512) 930-9389 fax  
www.texas-land.com  
TBPLS FIRM NO. 10056200  
IF THIS DOCUMENT DOES NOT CONTAIN THE RED STAMPED SEAL OF THE UNDERSIGNED SURVEYOR, IT IS AN UNAUTHORIZED/ILLEGAL COPY. TEXAS LAND SURVEYING, INC. ASSUMES NO LIABILITY FROM THE USE OF ANY UNAUTHORIZED/ILLEGAL DOCUMENT.

**Commissioners Court - Regular Session**

17.

**Meeting Date:** 10/04/2016

Discuss, consider and take appropriate action acknowledging the hiring Cassie Ferguson as the Williamson County 4-H & Youth Development Extension Agen

**Submitted By:** Angela Dismukes, Ag Extension

**Department:** Ag Extension

**Agenda Category:** Regular Agenda Items

---

**Information**

**Agenda Item**

Discuss, consider and take appropriate action acknowledging the hiring of Cassie Ferguson as the Williamson County 4-H & Youth Development Extension Agent.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

*No file(s) attached.*

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**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Angela Dismukes

Final Approval Date: 09/26/2016

**Reviewed By**

Wendy Coco

**Date**

09/26/2016 09:49 AM

Started On: 09/26/2016 09:33 AM

**Commissioners Court - Regular Session**

18.

**Meeting Date:** 10/04/2016

Presentation for "Outstanding" Elections Website from League of Women Voters of Texas

**Submitted For:** Dan Gattis

**Submitted By:** Connie Watson, County Judge

**Department:** County Judge

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on presentation of Certificate of Award for Williamson County Election's "Outstanding" Voting and Elections website by the League of Women Voters of Texas.

**Background**

Grace Chimene, with the League of Women Voters of Texas, will present the Certificate of Award for Williamson County's "Outstanding" Voting and Elections Website. The League of Women Voters of Texas (LWV-TX) conducted a county website review for voter and election information during the last two weeks of August. They conducted this study to determine the level of voter and election information provided online by official county websites in Texas. The League of Women Voters of Texas presented "Outstanding" and "Honorable Mention" counties with certificates to recognize this accomplishment and service to their community. Thirteen county websites were rated "Outstanding" for providing excellent election and voter ID information. These counties included both large (Dallas and Travis) counties and smaller counties, such as DeWitt County and Bastrop County. The other "Outstanding" county election websites are Brazos, Denton, Grimes, Hays, Jefferson, Lubbock, Refugio, Waller, and Williamson counties.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

[Announcement from League of Women Voters of Texas](#)

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Connie Watson

Final Approval Date: 09/27/2016

**Reviewed By**

Wendy Coco

**Date**

09/27/2016 11:39 AM

Started On: 09/27/2016 09:00 AM



## LEAGUE OF WOMEN VOTERS® OF TEXAS

Dear Christopher Davis,

The League of Women Voters of Texas (LWV-TX) conducted a county website review for voter and election information during the last two weeks of August. We conducted this study to determine the level of voter and election information provided online by official county websites in Texas.

Texas voters should be able to find voter election information easily. Since counties run elections, the county election website is the most reasonable place to find the information Texas voters need.

The League of Women Voters of Texas based the review criteria on the best practice guidance from The Center for Civic Design's "[Field Guides to Ensuring Voter Intent](#)", that outline website voter education practices based on solid research. The survey asked:

- Does the county have a website page that displays election information?
- How easy is it to find election information?
- How adequate is the election information?
- How adequate is voter ID information?
- Is a link to the Secretary of State website provided?
- Is election information and voter ID information provided in Spanish?

### Summary of Results

- 182 (72%) of the 254 counties in Texas had a website that provided election information. 12 counties had no official website.
- Among the 242 counties with websites, it was relatively easy to find election and/or voter registration information at 159 (66%) of the websites.
- 87 (36%) of the 242 county websites provided at least minimally adequate election information.
- 49 (20%) provided at least minimally adequate voter ID information.
- 55% (134) of the county websites provided a link to election-related information on one of two Texas Secretary of State websites.
- 39 (16%) of the county websites provided election and voter ID information in Spanish or a link to the Secretary of State Spanish language website.
- Considering the six criteria overall, 105 (43%) county websites provided at least adequate election and voter ID information. In addition, 16 (7%) county websites provided a link to a League of Women Voters website.

The League of Women Voters of Texas will present the "Outstanding" and "Honorable Mention" counties with certificates to recognize this accomplishment and

service to their community. Thirteen county websites were rated "Outstanding" for providing excellent election and voter ID information. These counties included both large ([Dallas](#) and [Travis](#)) counties and smaller counties, such as [DeWitt County](#) and [Bastrop County](#). The other "Outstanding" county election websites are [Brazos](#), [Denton](#), [Grimes](#), [Hays](#), [Jefferson](#), [Lubbock](#), [Refugio](#), [Waller](#), and [Williamson](#) counties.

We understand that the survey was done at the end of August, perhaps before counties had updated their election webpages. We hope that this survey will provide Texas counties with helpful feedback. Simple recommendations are provided to improve your county website voter and election information in the [LWV-TX report](#).

We look forward to working with you on our common goals:

- Educating Texas Voters
- Encouraging Texans to be informed and active participants in their government
- ***Making Democracy Work***® in Texas.

The complete study is available on the [League's website](#) at [http://www.lwvtexas.org/Voter Rights Election Laws.html](http://www.lwvtexas.org/Voter_Rights_Election_Laws.html). Individual county results are included in the Appendix available at the same link.

If you have any questions about this survey or would like additional information, please contact the League of Women Voters of Texas office at [lwvtexas@lwvtexas.org](mailto:lwvtexas@lwvtexas.org) or 512-472-1100.

Thank you for all you do to ***Make Democracy Work***® in Texas!

Sincerely,



Elaine Wiant  
President

*The League of Women Voters of Texas has been "educating and agitating" since 1919. The League is nonpartisan - it does not support or oppose any candidates or parties. Instead, the League encourages active and informed civic participation in government and increased understanding of major public policy issues. The League of Women Voters' non-partisan **Voters Guide** is highly respected and sought after by voters in local and statewide elections in Texas.*



**Commissioners Court - Regular Session**

**19.**

**Meeting Date:** 10/04/2016

ESD #11 Board Appointment

**Submitted For:** Cynthia Long

**Submitted By:** Kathy Pierce, Commissioner Pct. #2

**Department:** Commissioner Pct. #2

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on appointment of Jack Richards to the ESD #11 Board of Directors with a term to be effective immediately and continuing until December 31, 2017.

**Background**

Jack Richards will fill Place #1 on the ESD #11 Board, which is currently held by Les Hood. Jack's resume is attached for reference.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

[Jack Richard Resume](#)

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Kathy Pierce

Final Approval Date: 09/15/2016

**Reviewed By**

Wendy Coco

**Date**

09/15/2016 09:55 AM

Started On: 09/14/2016 01:46 PM

## RESUMÉ (continued)

*Jake Richards*  
Superintendent

### RESUMÉ



***Jack Richards***  
Superintendent

#### Education

BS, Business Administration, MIS  
Gardner-Webb University, Boiling Springs, North Carolina

#### Work History and Background

Jack has 25 years of construction experience. He spent several years of his career in the high-end custom new home construction and remodeling business. He has extensive knowledge of building science techniques. His wide range of construction experiences has allowed him to be adaptable for many diverse situations encountered in the commercial construction industry.

#### Project Experience

- St William Parish Activity Center – New construction of a 37,000 sq. ft. multipurpose building. Building consists of various types of construction methods with high end finishes. Kitchen, activity center, grand hall, classrooms, multipurpose rooms, theater auditorium.
- Camp Twin Lakes and Boles Family Park. Enclose each open air structure to be used as fully enclosed buildings on each campus. Added restrooms to each and a kitchen to one structure.
- Chasco Family YMCA – Remodel YMCA facility. Remove and replace the entire AC and roofing structure on 3 different building on the campus. Coordinate all trades and schedule to the full time operations so the staff and customer could still have use of the facility.

## RESUMÉ (continued)

*Jake Richards*  
Superintendent

- Hutto Family YMCA – New YMCA facility. Building construction includes an indoor Natatorium, full size gym, workout areas, child watch areas, indoor theater, sauna, men's and women's locker rooms and a demonstration kitchen.
- Twin Lakes YMCA – Added a Natatorium, Teen Center, Aerobics Room and Workout Theater to existing facility. Aerobics room and Theater were tilt wall structure. The Teen center was constructed of traditional steel and slab. The Natatorium construction consisted of a variety of building techniques. Exterior walls were structural CMU. There were 2 concrete pillars to help support the roof structure. The roof structure consisted of multiply glue lam beams that span the entire pool areas, tongue and groove decking with 2 automated skylights, and multiple switching controls to change the environment inside the Natatorium.
- DPS Maintenance Facility – Multipurpose site and facility. Building consisted of full auto shop, indoor wash bay, staff offices, kitchen, and an emergency vehicle bay. The site included an explosion proof fuel tank with multiple pumps.
- Redeemer Presbyterian Church – Two separate tilt wall and structural steel construction. \$5.4 million Project with 23,000 sq. ft.
- Central Texas Private Estate Horticulture Building – Two levels of storage, garage, and office space. The 9,000 sq. ft. building was constructed with concrete walls, block and structural steel
- Steiner Ranch Subdivision – Project manager for new home construction
- The Island – Constructed 11,000 sq.ft. custom home. \$2.5 million project
- Northwood – Remodeled historical residence. \$500K project
- Briggs, TX – Constructed 12,000 sq.ft. custom main residence, 2,000 sq.ft. guest quarters, multi-level commercial barn. Man-made lake and dam. Underground utilities. \$3.5 million project
- Tarrytown – Restored and upgraded fire damaged residence. \$1.5 million project
- Harris Road – Remodel and Restoration of Multi Level and Multi Structure Residence. \$2.5 million Project

## **RESUMÉ** (continued)

*Jake Richards*  
Superintendent

- Oakbrook Subdivision – Superintendent for new home construction
- Hunter’s Gleen Subdivision –Superintendent for new home construction
- Eagle Ridge Subdivision –Superintendent for new home construction
- Springbrook Subdivision –Superintendent for new home construction
- Katymeade Subdivision –Superintendent for new home construction
- Chandler Creek Subdivision –Superintendent for new home construction

### **References**

Mr. Joel Pafford  
512-427-2605

Mr. Joe Pinnelli  
J. Pinnelli Co.  
512-478-5858

Mr. George Dupare  
Redeemer Presbyterian Church  
512-708-1232

**Commissioners Court - Regular Session**

**20.**

**Meeting Date:** 10/04/2016

Hartley Sappington

**Submitted For:** Valerie Covey

**Submitted By:** Rachel Rull, Commissioner Pct. #3

**Department:** Commissioner Pct. #3

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action regarding the reappointment of Hartley Sappington to the Bluebonnet Trails Board of Trustees for a period from September 1, 2016 through August 31, 2018.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Bluebonnet Letter

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**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Rachel Rull

Final Approval Date: 09/19/2016

**Reviewed By**

Wendy Coco

**Date**

09/19/2016 09:34 AM

Started On: 09/16/2016 12:22 PM



August 8, 2016

Judge Dan Gattis  
County Judge  
Williamson County Courthouse  
710 Main, Suite 101  
Georgetown, TX 78626

Dear Judge Gattis,

The Commissioners Court of Williamson County appointed Hartley Sappington to the Bluebonnet Trails Community Services Board of Trustees in August 1996. Hartley Sappington has served Williamson County, representing the interests of both the county and the Center, with distinction.

It has been two years since the last appointment of Hartley Sappington to the Bluebonnet Trails Board of Trustees.

At the next meeting of the Williamson County Commissioners Court, Bluebonnet Trails Community Services is respectfully requesting the reappointment of Hartley Sappington to the Board of Trustees of the Center for the period of September 1, 2016 through August 31, 2018.

Please confirm the Commissioners Court approval of the reappointment by letter as soon as possible to:

Andrea Richardson, Executive Director  
Bluebonnet Trails Community Services  
1009 N. Georgetown Street  
Round Rock, Texas 78664

Thank you for your assistance. If you have any questions, please feel free to call Andrea Richardson at 512-244-8335.

Sincerely,

A handwritten signature in blue ink that reads "Janie Mata".

Janie Mata  
Assistant to the Board of Trustees

**Commissioners Court - Regular Session**

21.

**Meeting Date:** 10/04/2016

DNA Investig Report

**Submitted For:** Dan Gattis

**Submitted By:** Hal Hawes, County Judge

**Department:** County Judge

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Hear and discuss a final report from the District Attorney's Office on the temporary DNA investigator's review and identification of cases that may have been impacted by certain discrepancies in the FBI database that was published between 1999 and 2001 and by DNA mixture interpretation protocols between 1999 and 2015.

**Background**

The hiring of a temporary DNA investigator was authorized by the Commissioners Court in October of 2015. The investigator has completed his review and Assistant District Attorney John Prezas would like to provide the Commissioners Court a report.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Hal Hawes

Final Approval Date: 09/19/2016

**Reviewed By**

Wendy Coco

**Date**

09/19/2016 09:34 AM

Started On: 09/15/2016 01:28 PM

**Commissioners Court - Regular Session**

**22.**

**Meeting Date:** 10/04/2016

Discuss consider and take appropriate action on the Department of Infrastructure projects and issues update

**Submitted For:** Robert Daigh

**Submitted By:** Lydia Linden, Unified Road System

**Department:** Unified Road System

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action on the Department of Infrastructure projects and issues update.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

*No file(s) attached.*

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**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Lydia Linden

Final Approval Date: 09/14/2016

**Reviewed By**

Wendy Coco

**Date**

09/14/2016 04:03 PM

Started On: 09/14/2016 11:51 AM

**Commissioners Court - Regular Session**

**23.**

**Meeting Date:** 10/04/2016

1603-062 CR 258 Change Order No. 01

**Submitted By:** Dawn Haggard, Road Bond

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider, and take any appropriate action regarding Change Order No. 1 in the amount of \$9,660.00 for CR 258, a Road Bond Project in Commissioner Pct. 2.

**Background**

This change order provides payment for additional work by the Contractor to install an 18” Steel Encasement Pipe for future water line service to Mr. Shipman’s property on the southwest corner of Ronald Reagan and CR 258. The additional cost of the encasement pipe will be deducted from the Right of Way acquisition agreement with the property owner. Item 999-WC02 is a new item added to the Contract and the negotiated unit rate is within the acceptable tolerance of average unit rates.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

1603-062 CR 258 CO No. 1

**Form Review**

**Inbox**

County Judge Exec Asst.  
Form Started By: Dawn Haggard  
Final Approval Date: 09/23/2016

**Reviewed By**

Wendy Coco

**Date**

09/23/2016 01:46 PM  
Started On: 09/22/2016 03:53 PM

Received

SEP 21 2016

HNTB Corporation  
Round Rock

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 1

Received

SEP 16 2016

HNTB Corporation  
Round Rock

RECEIVED  
SEP 20 2016  
BY: PST

- 1. CONTRACTOR: Chasco Constructors
- 2. Change Order Work Limits: Sta. 159+50 to Sta. 160+50
- 3. Type of Change(on federal-aid non-exempt projects): Minor (Major/Minor)
- 4. Reasons: 4B (3 Max. - In order of importance - Primary first)

Project:	<u>1603-062</u>
Roadway:	<u>CR 258</u>
CSJ Number:	_____

5. Describe the work being revised:

**4B: Third Party Accommodation. Third Party Requested Work.** This Change Order adds an encasement pipe crossing for a future waterline under CR 258 at Sta. 160+50. The installation of the additional encasement pipe was requested by the Property owner for future water service. The additional cost of the encasement pipe will be deducted from the Right of Way acquisition agreement with the property owner.

- 6. Work to be performed in accordance with Items: See Attached
- 7. New or revised plan sheet(s) are attached and numbered: N/A
- 8. New Special Provisions/Specifications to the contract are attached:  Yes  No
- 9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

<p><i>The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.</i></p> <p>THE CONTRACTOR Date <u>9-16-16</u></p> <p>By <u>[Signature]</u></p> <p>Typed/Printed Name <u>Cory Westfall</u></p> <p>Typed/Printed Title <u>PM</u></p>	<p><b>The following information must be provided</b></p> <p>Time Ext. #: <u>N/A</u> Days added on this CO: <u>0</u></p> <p>Amount added by this change order: <u>\$9,660.00</u></p>
--	---

RECOMMENDED FOR EXECUTION:

[Signature] P.E. 9/16/16  
 Project Manager Date

N/A  
 Design Engineer Date

[Signature] 09/21/2016  
 Program Manager Date

Design Engineer's Seal:

N/A

County Commissioner Precinct 1 Date  
 APPROVED  REQUEST APPROVAL

County Commissioner Precinct 2 Date  
 APPROVED  REQUEST APPROVAL

County Commissioner Precinct 3 Date  
 APPROVED  REQUEST APPROVAL

County Commissioner Precinct 4 Date  
 APPROVED  REQUEST APPROVAL

County Judge Date  
 APPROVED

## WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER:   1  

Project #   1603-062  

**TABLE A:** Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

**TABLE B:** Contract Items:

ITEM	DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		OVERRUN/UNDERRUN
				QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	
999-WC02	18" STEEL ENCASEMENT PIPE FOR SHIPMAN PROPERTY	LS	\$9,660.00	0.00	\$0.00	1.00	1.00	\$9,660.00	\$9,660.00
<b>TOTALS</b>					<b>\$0.00</b>			<b>\$9,660.00</b>	<b>\$9,660.00</b>

# CHANGE ORDER REASON(S) CODE CHART

<p>1. Design Error or Omission</p>	<p>1A. Incorrect PS&amp;E 1B. Other</p>
<p>2. Differing Site Conditions (unforeseeable)</p>	<p>2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&amp;E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other</p>
<p>3. County Convenience</p>	<p>3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other</p>
<p>4. Third Party Accommodation</p>	<p>4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other</p>
<p>5. Contractor Convenience</p>	<p>5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other</p>
<p>6. Untimely ROW/Utilities</p>	<p>6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other</p>

**Williamson County Road Bond Program**

**CR 258**

**Williamson County Project No. 1603-062**

**Change Order No. 1**

**Reason for Change**

This change order provides payment for additional work by the Contractor to install an 18" Steel Encasement Pipe for future water line service to Mr. Shipman's property on the southwest corner of Ronald Reagan and CR 258.

The additional cost of the encasement pipe will be deducted from the Right of Way acquisition agreement with the property owner.

Following is a summary of new items required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
999-WC02	18IN STEEL ENCASEMENT PIPE FOR SHIPMAN PROPERTY	1	LS

This Change Order results in a net increase of \$9,660.00 to the Contract amount, for an adjusted Contract total of \$5,818,516.58. The original Contract amount was \$5,808,856.58. As a result of this and all Change Orders to-date, \$9,660.00 has been added to the Contract, resulting in a 0.2% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

**HNTB Corporation**

James Klotz, P.E.

# Sheets & Crossfield, P.C.

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246

Phone 512-255-8877 • fax 512-255-8986

August 16, 2016

Marion Shipman  
c/o Mike Barron  
Barron Adler Clough & Oddo  
808 Nueces Street  
Austin, Texas 78701

Re: Williamson County—CR258 Improvement Project  
Parcel 24--Utility Casing Installation

Dear Mr. Shipman:

Please allow this letter to set out my understanding of our agreement wherein Williamson County will cause 100 LF of 18" steel casing pipe to be installed at approximately Sta. 160+50 of the CR 258 roadway improvement project currently underway. The installation of the casing pipe shall meet any County requirements or design criteria for utility crossings under County roadway facilities. The County will incur and pay the cost of \$9,660.00 for the installation of the steel casing, as set out in the Chasco Constructors proposal attached hereto as Exhibit "A".

In return, the County shall receive a credit or offset in the same amount of \$9,660.00 against the final purchase price or judgment amount for the acquisition of that certain 0.917 acre (Parcel 24) of property owned by you, which is proposed to be acquired in fee simple by the County for use in constructing the improvements to CR 258, and for which the County currently has possession pursuant to the terms of that certain agreement recorded in Document No. 2016001301 of the Official Public Records of Williamson County.

If this meets with your understanding and agreement please execute this letter where indicated and return to me for consideration, approval, and processing with the County. This letter constitutes the complete agreement between the parties regarding modifications to the proposed CR258 roadway facilities construction design, and any changes, termination, or amendments to this agreement are only effective if made in writing by both parties. Other than the warranty of installation in a good and workmanlike manner as set out herein, the County makes no other future warranties or representations in connection with the facilities identified herein.

Thank you for your assistance with this matter. Please contact me at any time if you have any other questions or concerns.

Sincerely,



Don Childs  
Sheets & Crossfield, P.C.

AGREED:

OWNER

  
Marion Shipman

Date: 8-29-2016

WILLIAMSON COUNTY

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Dan A. Gattis, County Judge

Date: \_\_\_\_\_

# EXHIBIT "A"



P.O. Box 1057  
Round Rock, TX 78680  
(512) 244-0600  
Fax (512) 244-0489

August 10, 2016

TO: Williamson County  
C/O HNTB  
3151 S.E. Inner Loop, Ste. B  
Georgetown, TX 78626

RE: **1603-062 – County Road 258**  
Chasco Job No. 16051  
CP-002 18" Casing Pipe STA 160+50

We hereby submit our Change Proposal for your consideration and approval to execute a change to the contract for the above referenced project. For your review and per your request, we have provided pricing for labor, equipment and material to install 100 LF of 18" steel casing pipe, see attached.

Changes per attached Chasco CP No. 002 Pricing Sheet dated 8-10-16: \$9,660.00

If approved, this change will result in a change to the Contract Amount by the sum of \$9,660.00. This work is not underway pending formal owner approval. If approved, this CP will be incorporated into the next Owner Change Order.

Respectfully,

APPROVED BY: \_\_\_\_\_  
Date

CHASCO CONSTRUCTORS

A handwritten signature in blue ink, appearing to read "Cory Westfall", is written over a blue ink scribble.

Cory Westfall, LEED AP  
Project Manager

cc: File: 16051-107-02-002  
Field



**From:** Clayton Weber [<mailto:cweber@HNTB.com>]

**Sent:** Tuesday, August 2, 2016 4:01 PM

**To:** Cory Westfall <[cory@chasco.com](mailto:cory@chasco.com)>

**Cc:** Dave Esper <[dave@chasco.com](mailto:dave@chasco.com)>; Steven Shull <[sshull@HNTB.com](mailto:sshull@HNTB.com)>; 62811\_1603-062\_CR258Phase2 <[34275\\_RB\\_CR258Phase2@HNTB.com](mailto:34275_RB_CR258Phase2@HNTB.com)>; Christen Eschberger <[ceschberger@HNTB.com](mailto:ceschberger@HNTB.com)>; James Klotz <[jklotz@HNTB.com](mailto:jklotz@HNTB.com)>

**Subject:** CR 258 Shipman Encasement pipe

We request a price for the installation of 100LF of 18" encasement pipe for a future waterline crossing. The encasement pipe will cross the right of way at approximate Sta. 160+50. The encasement pipe will be placed at a depth to provide the minimum 3 foot of cover where it crosses the ditchlines. The encasement pipe will need to meet the requirements of the original encasement pipe called for in the plans. Let me know if you have any questions.

---

*This e-mail and any files transmitted with it are confidential and are intended solely for the use of the individual or entity to whom they are addressed. If you are NOT the intended recipient and receive this communication, please delete this message and any attachments. Thank you.*

**Commissioners Court - Regular Session**

**24.**

**Meeting Date:** 10/04/2016

Discuss Easement and Right of Way between Wilco and Oncor

**Submitted For:** Robert Daigh

**Submitted By:** Lydia Linden, Unified Road System

**Department:** Unified Road System

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on an Easement and Right of Way between Williamson County, Texas, as the grantor, and Oncor Electric Delivery Company LLC, as the grantee, for the installation and relocation of electrical service and facilities to be installed at the Williamson County Landfill.

**Background**

For operational purposes, there is a need for the existing electrical service to be relocated to the north side of the main access road to the Williamson County Landfill. This easement will provide for the installation of new underground service from the proposed location, across existing pavement and to the Williamson County Landfill gatehouse. Reasons for the relocation include widening the existing exit road, constructing efficient drainage and possibly installing an additional weigh scale for outbound traffic.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Easement and Right of Way

Exhibit

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Lydia Linden

Final Approval Date: 09/29/2016

**Reviewed By**

Wendy Coco

**Date**

09/29/2016 10:17 AM

Started On: 09/29/2016 10:00 AM

District: TAYLOR  
PT #: 2016-2759  
WR #: 3325819  
ER #:

**EASEMENT AND RIGHT OF WAY**

STATE OF TEXAS                   §  
  §                   KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF WILLIAMSON       §

That **WILLIAMSON COUNTY, TEXAS**, hereinafter called "Grantor", whether one or more, for and in consideration of Ten Dollars (\$10.00) and other valuable consideration to Grantor in hand paid by **Oncor Electric Delivery Company LLC, a Delaware limited liability company**, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202-1234, hereinafter referred to as "Grantee", has granted, sold and conveyed and by these presents does grant, sell and convey unto said Grantee, its successors and assigns, an easement and right-of-way for overhead and/or underground electric supply and communications facilities, consisting of a variable number of wires and cables, supporting structures, surface mounted equipment, conduits and all necessary or desirable appurtenances over, under, through, across and upon Grantor's land described as follows:

**SEE EXHIBIT "A" (ATTACHED)**

Grantor recognizes that the general course of said lines, or the metes and bounds as described above, is based on preliminary surveys only, and Grantor hereby agrees that the easement and right-of-way and its general dimensions hereby granted shall apply to the actual location of said lines when constructed.

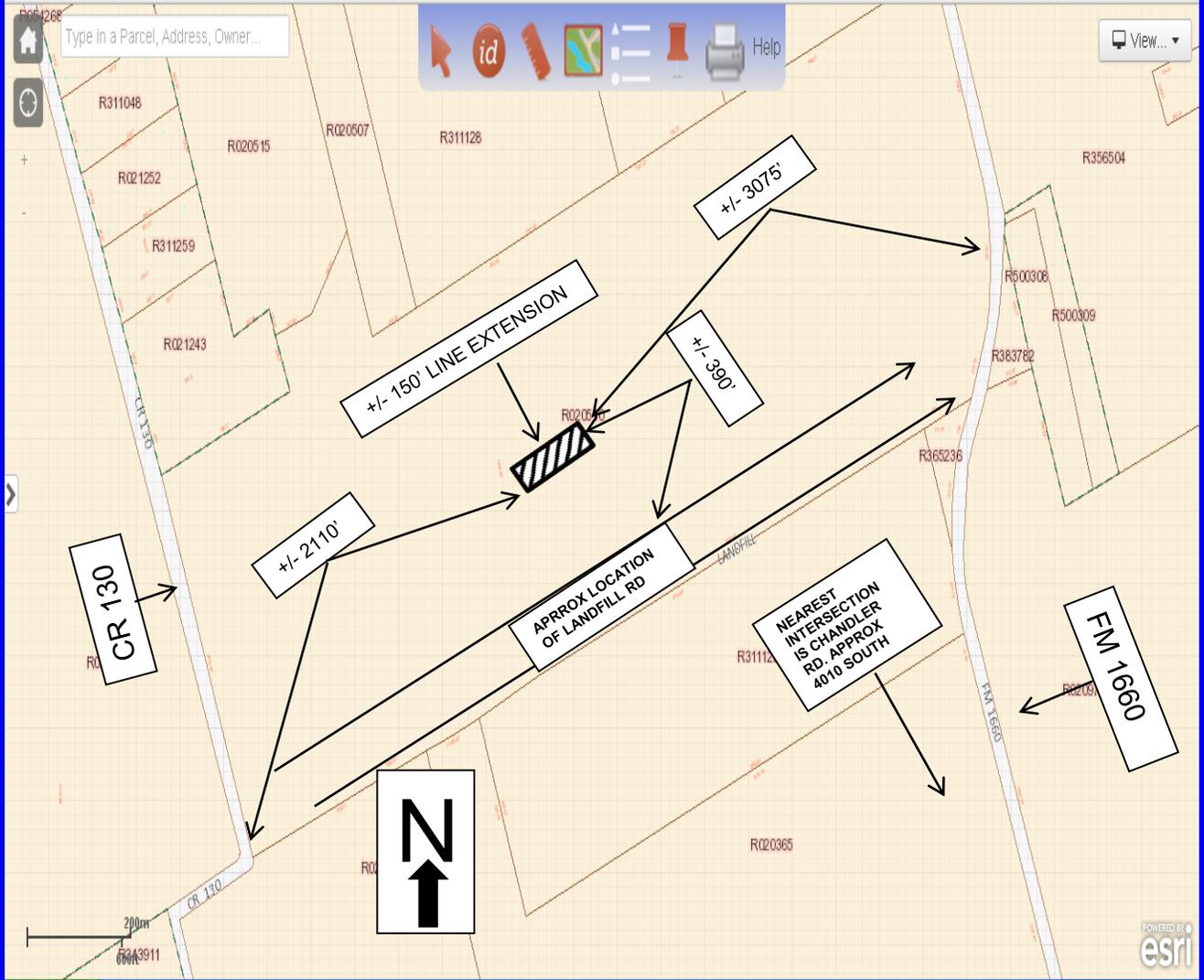
Together with the right of ingress and egress along and upon said easement and right-of-way and over and across Grantor's adjoining properties for the purpose of and with the right to construct, maintain, operate, repair, remove, replace, reconstruct, abandon in place, and to change the size and capacity of said facilities; the right to relocate said facilities in the same relative direction of said facilities; the right to relocate said facilities in the same relative position to any adjacent road if and as such is widened in the future; the right to lease wire space for the purpose of permitting others to string or lay wire or cable along said facilities; the right to prevent excavation within the easement area; the right to prevent construction of, within the easement area, any and all buildings, structures or other obstructions which, in the sole judgment of Grantee, may endanger or interfere with the efficiency, safety, and/or convenient operation of said facilities and their appurtenances and the right to trim or remove trees or shrubbery within, but not limited to, said easement area, including by use of herbicides or other similar chemicals approved by the U.S. Environmental Protection Agency, to the extent in the sole judgment of Grantee, as may be necessary to prevent possible interference with the operation of said facilities or to remove possible hazard thereto. Grantor shall not make changes in grade, elevation or contour of the land



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Notary Public in and for the State of Texas

# “EXHIBIT A”



 **Easement Width: 15 ft**  
**Denotes Oncor Electric Delivery Company LLC, Easement**    **Scale: N.T.S.**

The intent of this Exhibit is to pictorially show the approximate location of the easement. It is not intended as an actual survey. Calls shown are references only. No Statement is made to the validity of these calls.

**GRANTOR:** WILLIAMSON COUNTY, TEXAS  
 Document # : 2009039213    County: WILLIAMSON  
 Survey : JOHN F. FURGESON Survey, Abstract No. 187  
 District: Taylor  
 PT#: 2016-2759  
 WR#: 3325819  
 ER#: \_\_\_\_\_

**Commissioners Court - Regular Session**

**25.**

**Meeting Date:** 10/04/2016

CR 305 Real Estate Contract

**Submitted For:** Charlie Crossfield

**Submitted By:** Charlie Crossfield, Road Bond

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action on a real estate contract with Douglas C. Buethe and Gail J. Buethe for right of way needed on CR 305. (Parcel 6)

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Buethe Contract

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**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 09/29/2016

**Reviewed By**

Wendy Coco

**Date**

09/29/2016 10:17 AM

Started On: 09/29/2016 09:42 AM

**REAL ESTATE CONTRACT**  
CR 305 Right of Way—Parcel 6

THIS REAL ESTATE CONTRACT (“Contract”) is made by DOUGLAS C. BUETHE and GAIL J. BUETHE (referred to in this Contract as “Seller”) and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as “Purchaser”), upon the terms and conditions set forth in this Contract.

**ARTICLE I**  
**PURCHASE AND SALE**

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 0.134 acre (approximately 5,821 Sq. Ft.) tract of land in the E. Davis Survey, Abstract No. 172, Williamson County, Texas; being more fully described by metes and bounds in Exhibit “A”, attached hereto and incorporated herein (**Parcel 6**)

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the “Property”), and any improvements situated on and attached to the Property described in Exhibit “A” not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

**ARTICLE II**  
**PURCHASE PRICE**

Purchase Price

2.01. The Purchase Price for the Property described in Exhibit “A”, any improvements on the Property, and any damage or cost of cure for the remaining property of Seller, shall be the sum of FOUR THOUSAND TWO HUNDRED NINETY and 00/100 Dollars (\$4,290.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the Closing.

**ARTICLE III  
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

**ARTICLE IV  
REPRESENTATIONS AND WARRANTIES  
OF SELLER**

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

- (1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;
- (2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

The Property herein is being conveyed to Purchaser under threat of condemnation.

**ARTICLE V  
CLOSING  
Closing Date**

5.01. The Closing shall be held at the office of Capital Title Company on or before November 15<sup>th</sup>, 2016, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(2) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted;
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
- (c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".
- (d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

**ARTICLE VI  
BREACH BY SELLER**

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

**ARTICLE VII  
BREACH BY PURCHASER**

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

**ARTICLE VIII  
MISCELLANEOUS**

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

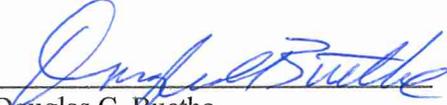
8.10 This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

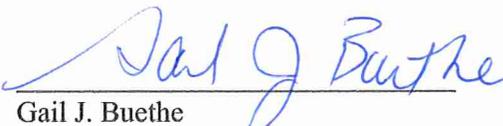
*[signature page follows]*

**SELLER:**

  
Douglas C. Buethe

Date: 9/28/16

Address: 4026 Castle Creek  
Round Rock, TX 78681

  
Gail J. Buethe

Date: 9/28/16

Address: 4026 Castle Creek  
Round Rock TX  
78681

**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

By: \_\_\_\_\_  
Dan A. Gattis  
County Judge

Address: 710 Main Street, Suite 101  
Georgetown, Texas 78626

Date: \_\_\_\_\_

**EXHIBIT A**

**County:** Williamson  
**Parcel:** 6  
**Highway:** County Road No. 305

**PROPERTY DESCRIPTION FOR PARCEL 6**

BEING A 0.134 OF ONE ACRE (5,821 SQUARE FEET) PARCEL OF LAND, SITUATED IN THE E. DAVIS SURVEY, ABSTRACT NO. 172, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 7.60 ACRE TRACT OF LAND DESCRIBED IN A CASH WARRANTY DEED TO DOUGLAS C. BUETHE AND WIFE, GAIL J. BUETHE, RECORDED IN DOCUMENT NO. 2001070396 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 0.134 OF ONE ACRE (5,821 SQUARE FEET) PARCEL BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a 1/2-inch iron rebar found (Surface Coordinates = N: 10,283,372.74, E: 3,156,206.72) for the Southeast corner of said 7.60 acre tract, also being at the intersection of the existing Northwesterly right-of-way line of County Road No. 305 (a variable width right-of-way) with the existing Westerly right-of-way line of Interstate Highway No. 35 (a variable width right-of-way), also being 302.07 feet left of and at a right angle to proposed Engineer's Centerline Station 103+71.11, from which a 1/2-inch iron rebar found for the Northeast corner of said 7.60 acre tract and being in said existing Westerly right-of-way line of Interstate Highway No. 35, bears North 20°59'45" East a distance of 349.99 feet;

THENCE along the Southeast line of said 7.60 acre tract and said existing Northwesterly right-of-way line of County Road No. 305, the following two (2) courses and distances:

1. South 68°34'23" West a distance of 380.93 feet to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set for the **POINT OF BEGINNING** (Surface Coordinates = N: 10,283,233.59, E: 3,155,852.12) of the herein described tract, also being 95.00 feet left of and at a right angle to proposed Engineer's Centerline Station 101+13.50; and
2. **South 68°34'23" West** a distance of **195.46** feet to a 1/2-inch iron rebar found for the Southwest corner of said 7.60 acre tract and the Southeast corner of a called 2.512 acre tract of land described in a Warranty Deed to Cynthia Hoyt, recorded in Document No. 2009044130 of said Official Public Records, from which a 1/2-inch iron rebar found for the Southwest corner of said 2.512 acre tract and the Southeast corner of a called 0.66 of one acre tract of land described in a General Warranty Deed to Kevin W. Cruz and wife, Bridgett L. Cruz, recorded in Document No. 2013060752 of said Official Public Records also being in said existing Northwesterly right-of-way line of County Road No. 305, bears South 68°03'19" West a distance of 157.92 feet;

THENCE **North 04°09'30" West** departing said existing Northwesterly right-of-way line of County Road No. 305, along the West line of said 7.60 acre tract and the East line of said 2.512 acre tract, a distance of **55.58** feet to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set for the Northwest corner of the herein described tract, from which a 1/2-inch iron rebar found for the Northwest corner of said 7.60 acre tract and being in said East line of the 2.512 acre tract, bears North 04°09'30" West a distance of 638.99 feet;

THENCE over and across said 7.60 acre tract, Northeasterly along a curve to the right having a radius of **857.00** feet, an arc length of **187.04** feet, a delta angle of **12°30'16"**, and a chord which bears **North 85°05'29" East** a distance of **186.67** feet to the **POINT OF BEGINNING** and containing 0.134 of one acre (5,821 Square Feet) of land more or less.

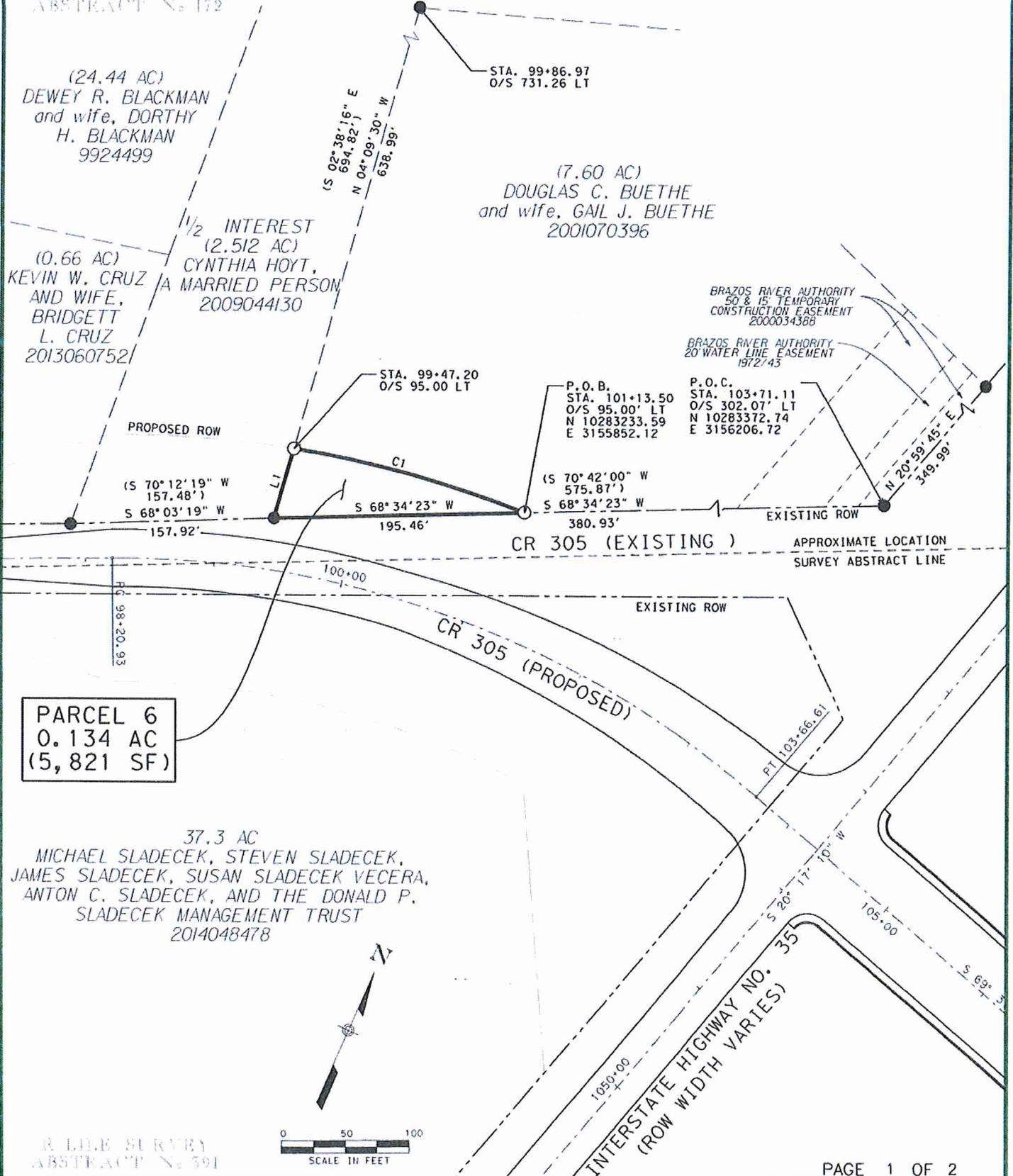
This project is referenced for all bearing and coordinate basis to the Texas State Plane Coordinate System, North American Datum of 1983 (NAD83 – 2011 Adjustment), Central Zone (4203). All coordinates and distances shown hereon are surface values represented in U.S. Survey Feet based on a grid-to-surface combined adjustment factor of 1.00015.

This property description was prepared from an on-the-ground survey performed under my supervision and is accompanied by a separate plat of even date. The field work was completed on May 4, 2016.



 **09/01/2016**  
Travis S. Tabor, RPLS No. 6428  
Steger & Bizzell Engineering, Inc.  
1978 South Austin Avenue  
Georgetown, Texas 78626  
(512) 930-9412  
TBPLS Firm No. 10003700

P:\22000-22999\22310 Wilco CR305\Survey Data\Descriptions\22310-CR305\_Parcel 6-M&B.doc



(24.44 AC)  
DEWEY R. BLACKMAN  
and wife, DORTHY  
H. BLACKMAN  
9924499

(7.60 AC)  
DOUGLAS C. BUETHE  
and wife, GAIL J. BUETHE  
2001070396

(0.66 AC)  
KEVIN W. CRUZ  
AND WIFE,  
BRIDGETT  
L. CRUZ  
2013060752/  
1/2 INTEREST  
(2.512 AC)  
CYNTHIA HOYT,  
A MARRIED PERSON  
2009044130

BRAZOS RIVER AUTHORITY  
50 & 15' TEMPORARY  
CONSTRUCTION EASEMENT  
2000034388  
BRAZOS RIVER AUTHORITY  
20' WATER LINE EASEMENT  
1972/43

P.O.B.  
STA. 101+13.50  
O/S 95.00' LT  
N 10283233.59  
E 3155852.12  
P.O.C.  
STA. 103+71.11  
O/S 302.07' LT  
N 10283372.74  
E 3156206.72

**PARCEL 6**  
0.134 AC  
(5,821 SF)

37.3 AC  
MICHAEL SLADECEK, STEVEN SLADECEK,  
JAMES SLADECEK, SUSAN SLADECEK VECERA,  
ANTON C. SLADECEK, AND THE DONALD P.  
SLADECEK MANAGEMENT TRUST  
2014048478



**STEGER BIZZELL**

ADDRESS: 1712 S. AUSTIN AVENUE GEORGETOWN, TX 78626  
 TEL: 512.930.9412 FAX: 512.930.9412  
 WWW: STEGERBIZZELL.COM  
 SERVICES: ENGINEERS PLANNERS SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:  
DOUGLAS C. BUETHE and wife, GAIL J. BUETHE

SCALE: 1"=100'	PARCEL: 6	PROJECT: CR 305	COUNTY: WILLIAMSON
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**WILLIAMSON COUNTY**  
1848

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

- TXDOT TYPE I CONCRETE MONUMENT FOUND
- TXDOT TYPE II MONUMENT FOUND
- ⊙ 1/2" IRON PIPE FOUND UNLESS NOTED
- 1/2" IRON REBAR SET W/ CAP STAMPED "RPLS 5784"
- 1/2" IRON REBAR FOUND UNLESS NOTED
- △ CALCULATED POINT
- ⊕ MAG NAIL FOUND UNLESS NOTED
- ℄ CENTER LINE
- ( ) RECORD INFORMATION
- P.O.C. POINT OF COMMENCING
- P.O.B. POINT OF BEGINNING
- /— LINE BREAK
- × FENCE CORNER

CODE	BEARING	DISTANCE
L1	N 04°09'30" W	55.58'

CODE	RADIUS	ARC	CHORD BEARING	CHORD	DELTA
C1	857.00	187.04'	N 85°05'29" E	186.67'	12°30'16"

THIS PROJECT IS REFERENCED FOR ALL BEARING AND COORDINATE BASIS TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 - 2011 ADJUSTMENT), CENTRAL ZONE (4203).

ALL COORDINATES AND DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A GRID-TO-SURFACE COMBINED ADJUSTMENT FACTOR OF 1.00015.

THIS TRACT SUBJECT TO THE FOLLOWING EASEMENTS THAT CANNOT BE PLOTTED DUE TO A VAGUE DESCRIPTION(S):

1. TEXAS POWER & LIGHT COMPANY, VOL. 297, PG. 606
2. TEXAS POWER & LIGHT COMPANY, VOL. 413, PG. 81

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY BELIEF AND WAS PREPARED FROM AN ON-THE-GROUND SURVEY PERFORMED UNDER MY SUPERVISION. THE FIELD WORK WAS COMPLETED ON MAY 4, 2016.



*[Handwritten Signature]*

09/01/2016

TRAVIS S. TABOR  
REGISTERED PROFESSIONAL LAND SURVEYOR  
STATE OF TEXAS - NO. 6428

**STEGER BIZZELL**

1978 S. AUSTIN AVENUE | GEORGETOWN, TX 78626  
 512.935.9412 | FAX: 512.935.9412 | WWW.STEGERBIZZELL.COM  
 ENGINEERS PLANNERS SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:  
DOUGLAS C. BUETHE and wife, GAIL J. BUETHE

SCALE: 1"=100'	PARCEL: 6	PROJECT: CR 305	COUNTY: WILLIAMSON
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# EXHIBIT "B"

Parcel 6

**DEED**  
County Road 305 Right of Way

THE STATE OF TEXAS

§  
§  
§

COUNTY OF WILLIAMSON

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:**

That DOUGLAS C. BUETHE and GAIL J. BUETHE, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto WILLIAMSON COUNTY, TEXAS, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

All of that certain 0.134 acre (5,821 Sq. Ft.) in the E. Davis Survey, Abstract No. 172, Williamson County; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 6**)

**SAVE AND EXCEPT, HOWEVER,** it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the property described in said Exhibit "A" to wit: NONE

**RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of CR 305, but shall not be used or exported from the Property for any other purpose.

**TO HAVE AND TO HOLD** the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

**IN WITNESS WHEREOF**, this instrument is executed on this the \_\_\_\_ day of \_\_\_\_\_, 2016.

**GRANTOR:**

\_\_\_\_\_  
Douglas C. Buethe

**ACKNOWLEDGMENT**

STATE OF TEXAS

§  
§  
§

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2016 by Douglas C. Buethe, in the capacity and for the purposes and consideration recited therein.

\_\_\_\_\_  
Notary Public, State of Texas

**GRANTOR:**

\_\_\_\_\_  
Gail J. Buethe

**ACKNOWLEDGMENT**

STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2016 by Gail J. Buethe, in the capacity and for the purposes and consideration recited therein.

\_\_\_\_\_  
Notary Public, State of Texas

**PREPARED IN THE OFFICE OF:**

Sheets & Crossfield, P.C.  
309 East Main  
Round Rock, Texas 78664

**GRANTEE'S MAILING ADDRESS:**

Williamson County, Texas  
Attn: County Judge  
710 Main Street, Suite 101  
Georgetown, Texas 78626

**AFTER RECORDING RETURN TO:**

**Commissioners Court - Regular Session**

**26.**

**Meeting Date:** 10/04/2016

CR 119 Drainage Easement

**Submitted For:** Charlie Crossfield

**Submitted By:** Charlie Crossfield, Road Bond

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take appropriate action regarding a proposed Release of Drainage Easement for the CR 119 construction project in consideration of, and contingent upon, the grant of a relocated and replacement Drainage Easement form Ventana Hills, LTD. (Parcel 7)

**Background**

**Fiscal Impact**

<b>From/To</b>	<b>Acct No.</b>	<b>Description</b>	<b>Amount</b>
----------------	-----------------	--------------------	---------------

**Attachments**

Ventana Release of Drainage Easement

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 09/29/2016

**Reviewed By**

Wendy Coco

**Date**

09/29/2016 10:17 AM

Started On: 09/29/2016 09:46 AM

**RELEASE OF DRAINAGE EASEMENT**

County Road 119

THE STATE OF TEXAS

▪

▪ **KNOW ALL BY THESE PRESENTS:**

COUNTY OF WILLIAMSON

▪

That, WILLIAMSON COUNTY, TEXAS (“County”), for and in consideration of the sum of One and No/100 Dollars (\$1.00) and in consideration of and contingent upon the simultaneous grant of a relocated Drainage Easement to the County by Ventana Hills, Ltd. which is required for construction of the proposed County Road 119 improvement project, and for other good and valuable consideration paid to it, the receipt and sufficiency of which is hereby acknowledged, does hereby ABANDON, RELEASE and DISCHARGE its interest in a Drainage Easement as described within that certain document dated July 27, 2015, recorded in **Document No. 2015064706**, Official Records of Williamson County, Texas, a copy of which is attached hereto as Exhibit “A”.

This instrument is given specifically to release the entirety of said easement, and said easement is terminated by abandonment, termination, vacation, and cessation of purpose, and such easement will be of no further effect, whether legal or equitable.

IN WITNESS WHEREOF, WILLIAMSON COUNTY, TEXAS has caused this instrument to be executed on this the \_\_\_\_\_ day of the month of \_\_\_\_\_, 2016.

RELEASOR:

WILLIAMSON COUNTY, TEXAS

By: \_\_\_\_\_  
Dan A. Gattis, County Judge

**Acknowledgement**

THE STATE OF TEXAS                   §  
  §  
COUNTY OF WILLIAMSON           §

Before me, the undersigned authority, on this day personally appeared Dan A. Gattis, County Judge of Williamson County, Texas, and acknowledged to me that he executed the same on behalf of Williamson County, Texas for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

[SEAL]

\_\_\_\_\_  
NOTARY PUBLIC, State of Texas  
Print Name:



TO HAVE AND TO HOLD the same, in perpetuity, in and to Grantee, and its successors and assigns, together with all and singular all usual and customary rights thereto in anywise belonging, and together with the right and privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing or maintaining said drainage and for making connections therewith.

Grantor does hereby bind its heirs, executors, administrators and assigns to WARRANT AND FOREVER DEFEND, all and singular, the said premises unto Williamson County, Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantors, but not otherwise. This conveyance is made subject to any validly existing matters of record affecting this Property which are recorded in the Official Records of Williamson County, Texas.

The perpetual easement, right-of-way, rights and privileges granted herein are non-exclusive, however Grantor covenants not to convey any other easement or conflicting rights within the premises covered by this grant that interfere with the purpose or function of any improvements placed thereon, or the maintenance of the surface of the Property for the conveyance of stormwater drainage without the express written consent of Grantee, which consent shall not be unreasonably withheld.

EXECUTED on this the 27 day of July, 2015.

*[signature pages follow]*



EXHIBIT **A**

County: Williamson  
 Parcel No.: 7E  
 Highway: C.R. 119  
 Limits: C.R. 164 (Limmer Loop) to Chandler Road

**DESCRIPTION OF DRAINAGE EASEMENT 7E**

DESCRIPTION OF A 0.256 ACRE (11,139 SQ.FT.) EASEMENT FOR DRAINAGE PURPOSES LOCATED IN THE JAMES NIELL SURVEY, ABSTRACT NO. 477 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 57.895 ACRE TRACT OF LAND DESCRIBED IN A GENERAL WARRANTY DEED TO VENTANA HILLS, LTD., AND RECORDED IN DOCUMENT NUMBER 2007068155 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.), SAID 0.256 ACRE (11,139 SQ.FT.) EASEMENT, AS SHOWN ON A RIGHT-OF-WAY SKETCH PREPARED BY SAM FOR THIS PARCEL, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a 1/2-inch iron rod found at the southeast corner of said 57.895 acre tract, same being the northeast corner of a called 101.8 acre tract of land, Tract 2, described in a Deed of Gift to Gary M. Olander, et al, and recorded in Document Number 9828013 of the Official Records of Williamson County, Texas (O.R.W.C.TX.);

**THENCE** S 68°21'55" W, with the common line of said 57.895 acre tract and said 101.8 acre tract, a distance of 939.49 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 60.00 feet right of County Road (C.R.) 119 Engineer's Centerline Station (E.C.S.) 66+66.66, being on the proposed east right-of-way line of C.R. 119;

**THENCE**, with the said proposed east right-of-way line of C.R. 119, through the interior of said 57.895 acre tract the following two (2) courses and distances lettered a-b:

- a) N 60°09'04" W, a distance of 26.99 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 60.00 feet right of E.C.S. 66+93.64, for the beginning of a curve to the right, and
- b) with the curve to the right, an arc distance of 45.24 feet, through a central angle of 01°03'45", having a radius of 2,440.00 feet, and a chord that bears N 59°37'12" W, a distance of 45.24 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 60.00 feet right of E.C.S. 67+40.00 for the **POINT OF BEGINNING** and the southwest corner of the easement described herein;

1) **THENCE**, continuing with the proposed east right-of-way line of said C.R. 119, through the interior of said 57.895 acre tract and the curve to the right, an arc distance of 48.80 feet, through a central angle of 01°08'45", having a radius of 2,440.00 feet, and a chord that bears N 58°30'57" W, a distance of 48.80 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 60.00 feet right of E.C.S. 67+90.00, for the northwest corner of the easement described herein,

THENCE, leaving the proposed east right-of-way of said C.R. 119, through the interior of said 57.895 acre tract the following three (3) courses and distances numbered 2-4:

- 2) N 32°03'26" E, a distance of 240.00 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 300.00 feet right of E.C.S. 67+90.00, for the northeast corner of the easement described herein,
- 3) S 58°30'57" E, a distance of 44.00 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 300.00 feet right of E.C.S. 67+40.00, for the southeast corner of the easement described herein, and
- 4) S 30°54'40" W, a distance of 240.00 feet to the **POINT OF BEGINNING**, and containing 0.256 acre (11,139 sq.ft.) of land, more or less.

This property description is accompanied by a plat of even date.

All bearings are based on the Texas State Plane Coordinate System, Central Zone, NAD83. All distances shown hereon are adjusted to the surface using a combined scale factor of 1.000122465.

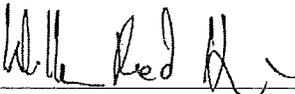
THE STATE OF TEXAS §  
  §  
COUNTY OF TRAVIS §

KNOW ALL MEN BY THESE PRESENTS:

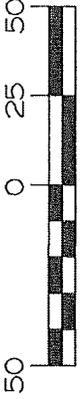
That I, William Reed Herring, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 30<sup>th</sup> day of October, 2014 A.D.

SURVEYING AND MAPPING  
4801 Southwest Parkway  
Parkway Two, Suite 100  
Austin, Texas 78735  
Texas Firm Registration No. 10064300

  
\_\_\_\_\_  
William Reed Herring  
Registered Professional Land Surveyor  
No. 6355-State of Texas





SCALE: 1" = 50'  
WILLIAMSON COUNTY, TEXAS



LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N60° 09' 04" W	26.99'
L2	S58° 30' 57" E	44.00'

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	01° 03' 45"	2,440.00'	45.24'	45.24'	N59° 37' 12" W
C2	01° 08' 45"	2,440.00'	48.80'	48.80'	N58° 30' 57" W

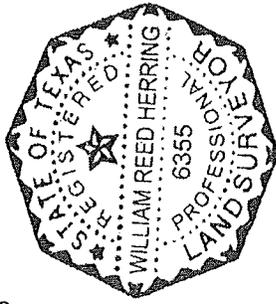
VENTANA HILLS, LTD.  
CALLED 57.895 ACRES  
DOC. NO. 2007068155  
O.P.R.W.C. TX.

LEGEND

- 1/2" PIPE FOUND UNLESS NOTED
- 1/2" IRON ROD W/"SAM INC"
- CAP SET UNLESS NOTED
- 1/2" IRON ROD FOUND UNLESS NOTED
- FENCE POST FOUND UNLESS NOTED
- PK NAIL FOUND UNLESS NOTED
- CALCULATED POINT
- PROPERTY LINE
- RECORD INFORMATION
- POINT OF BEGINNING
- POINT OF COMMENCING
- POINT OF REFERENCE
- NOT TO SCALE
- PUBLIC UTILITY EASEMENT
- PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.R.W.C. TX.
- OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C. TX.
- OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- DISTANCE NOT TO SCALE
- DEED LINE (COMMON OWNERSHIP)

C.R. 119 ENGINEER'S ALIGNMENT  
CURVE DATA  
PI STA 75+74.71  
D = 38' 49" 39.01" (RT)  
L = 1' 694.17'  
T = 881.06'  
R = 2,500.00'  
PC STA 66+93.64  
PT STA 83+87.81

STA 67+90.00  
60.00' RT  
L2  
300.00' RT  
STA 67+40.00  
300.00' RT  
L2



NOTES:  
1. ALL BEARINGS SHOWN ARE BASED ON NAD 83 (1993) TEXAS STATE PLANE. ALL DISTANCES SHOWN ARE UNADJUSTED. ALL DISTANCES SHOWN ARE ADJUSTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012466.  
2. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER MATTERS OF RECORD NOT SHOWN.  
3. C.R. 119 ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM BURY AND PARTNERS SCHEMATIC AND RECEIVED BY SAM, INC. ON OCTOBER 11, 2012.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATE: 10/30/2014  
WILLIAM REED HERRING  
REGISTERED PROFESSIONAL LAND SURVEYOR  
NO. 6355, STATE OF TEXAS



4801 Southwest Parkway  
Building Two, Suite 100  
Austin, Texas 78735  
(512) 447-0575  
Fax: (512) 326-3029  
Texas Firm Registration No. 10064000

DRAINAGE EASEMENT SKETCH  
PROPERTY OF  
VENTANA HILLS, LTD.  
PARCEL 7E  
0.256 AC. (11,139 SQ. FT.)

**FILED AND RECORDED**  
**OFFICIAL PUBLIC RECORDS 2015064706**

2

Texas American Title Company  
Attn: Julia Bechara  
715 Discovery Blvd., Ste. 205  
Cedar Park, TX 78613



*Nancy E. Rister*

Nancy E. Rister, County Clerk  
Williamson County, Texas

July 28, 2015 10:58 AM

FEE: \$0.00 BARRICK

**Commissioners Court - Regular Session**

27.

**Meeting Date:** 10/04/2016

Street Name Change

**Submitted By:** Teresa Baker, Information Technology

**Department:** Information Technology

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action on setting a date for a public hearing to change the street name Sea Smoke Cv to Horizon Ridge Cv. Pct 2

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Hidden Creek Estates

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**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Teresa Baker

Final Approval Date: 09/27/2016

**Reviewed By**

Wendy Coco

**Date**

09/27/2016 11:39 AM

Started On: 09/26/2016 01:25 PM

# INDEX SHEET



REFER TO FINAL PLAT SHEET "5" FOR ADDITIONAL NOTES AND LOT REQUIREMENTS.

BEING A 71.851 ACRE TRACT OF LAND, BEING A PORTION OF THE JOHN MCDEVITT SURVEY, ABSTRACT NO. 415, THE HENRY RHOADS SURVEY, ABSTRACT NO. 295, THE JAMES LEONARD SURVEY, ABSTRACT NO. 383, THE WILLIAM B. BILLINGSLEY SURVEY, ABSTRACT NO. 95, AND THE JAMES HACKETT SURVEY, ABSTRACT NO. 312, WILLIAMSON COUNTY, TEXAS, SAID 71.851 ACRE TRACT BEING A PORTION OF THAT CERTAIN 72,688 ACRE TRACT RECORDED IN DOCUMENT NO. 2015073681, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 71.851 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2" iron rod with "Matkin-Hoover Eng. & Survey" cap set in the southeast boundary line of Lot 119-B, Drake's Crossing, recorded in Cabinet W, Side 59, Plat Records of Williamson County, Texas, said point bears North 69° 06' 00" East, a distance of 3.00' (record North 69° 04' 53" East) from a 1" metal pipe found in the northeast right-of-way line of San Gabriel Ranch Road (right-of-way varies), being the south corner of Lot 119-B;

**Thence**, North 69° 06' 00" East, along the southeast line of Drake's Crossing, a distance of 1303.83' (record North 69° 04' 53" East) to a 1/2" iron rod found for angle at the east corner of Lot 119-J1, Drake's Crossing, the south corner of Lot 104, San Gabriel River Ranch, recorded in Cabinet B, Side 94, Plat Records of Williamson County, Texas;

**Thence**, along the southeast line of San Gabriel River Ranch, the following courses and distances:

- North 69° 09' 28" East, 1003.02' (record North 69° 02' 29" East, a distance of 1003.07') to a 1/2" iron rod found for angle;
- North 68° 45' 19" East, at a distance of 926.84' (part) to a 5/8" iron rod found on line, a total distance of 1693.87' (record North 68° 45' 04" East) to a calculated point for corner in the southwest line of a called 232.61 acre tract recorded in Volume 645, Page 441, Deed Records of Williamson County, Texas;

**Thence**, with the southwest line of the called 232.61 acre tract, the following courses and distances:

- South 07° 52' 50" East, 120.65' (record South 07° 52' 31" East, 120.76') to a calculated point for corner;
- South 30° 14' 20" East, 263.64' (record South 30° 14' 01" East, 263.69') to a calculated point for corner at the north corner of a called 492 acre tract designated as "Tract 2", recorded in Volume 442, Page 122, Deed Records of Williamson County, Texas;

**Thence**, departing the southwest line of the called 232.61 acre tract, with the northwest line of the called 492 acre tract, the following courses and distances:

- South 70° 01' 32" West, at a distance of 256.42' (part) to a 1/2" iron rod with red "FOREST 1847" cap found for a point on line, a total distance of 745.12' to a 5/8" nail found for angle;
- South 68° 48' 48" West, 288.46' (record South 68° 45' 04" West, 288.37') to a 1/2" iron rod with red "FOREST 1847" cap found for angle;
- South 69° 50' 42" West, 725.61' (record South 69° 51' 53" West, 725.47') to a 1/2" metal pipe found for interior corner at the west corner of the called 492 acre tract;

**Thence**, with the southwest line of the called 492 acre tract, the following courses and distances:

- South 18° 54' 38" East, 355.97' (record S18° 51' 16" East, 356.27') to a 1/2" iron rod found for angle;
- South 18° 54' 43" East, 438.49' (record South 18° 52' 28" East, 438.50') to a 1/2" iron rod found for angle;
- South 19° 06' 05" East, 284.40' (record South 19° 05' 19" East, 284.50') to a 1/2" iron rod with red "FOREST 1847" cap found for angle;
- South 19° 12' 21" East, 166.78' (record South 19° 11' 59" East, 166.70') to a 1/2" iron rod found for corner at the north corner of a called 128-1/4 acre tract designated as "Tract 2", recorded in Volume 442, Page 122, Deed Records of Williamson County, Texas;

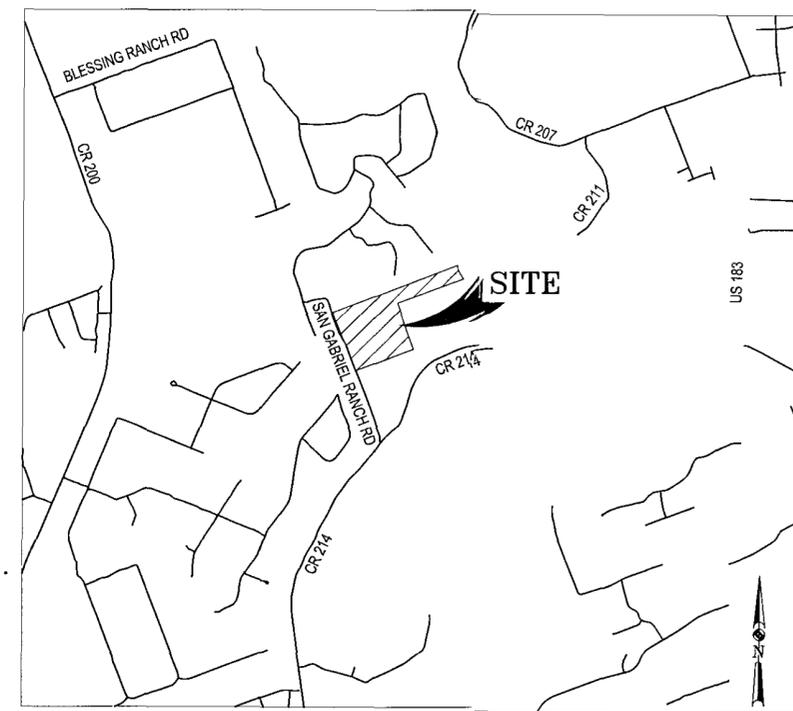
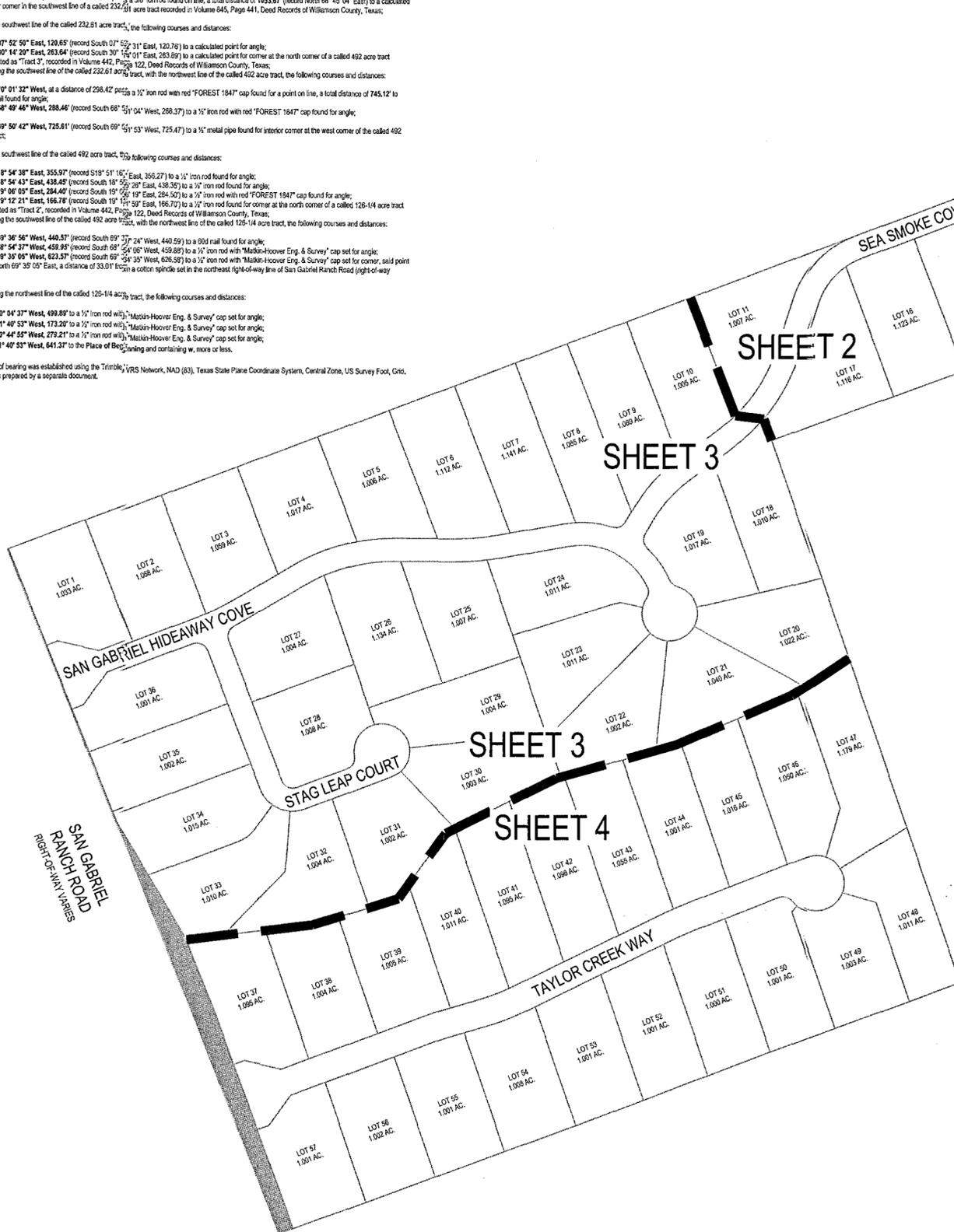
**Thence**, departing the southwest line of the called 492 acre tract, with the northwest line of the called 128-1/4 acre tract, the following courses and distances:

- South 69° 38' 56" West, 440.57' (record South 69° 37' 24" West, 440.59') to a 60d nail found for angle;
- South 68° 54' 37" West, 458.85' (record South 68° 56' 28" West, 458.88') to a 1/2" iron rod with "Matkin-Hoover Eng. & Survey" cap set for angle;
- South 69° 39' 05" West, 823.57' (record South 69° 34' 35" West, 828.38') to a 1/2" iron rod with "Matkin-Hoover Eng. & Survey" cap set for corner, said point bears North 69° 39' 05" East, a distance of 33.01' from a cotton spindle set in the northeast right-of-way line of San Gabriel Ranch Road (right-of-way varies),

**Thence**, departing the northwest line of the called 128-1/4 acre tract, the following courses and distances:

- North 20° 34' 37" West, 489.89' to a 1/2" iron rod with "Matkin-Hoover Eng. & Survey" cap set for angle;
- North 21° 46' 53" West, 173.28' to a 1/2" iron rod with "Matkin-Hoover Eng. & Survey" cap set for angle;
- North 38° 44' 55" West, 279.21' to a 1/2" iron rod with "Matkin-Hoover Eng. & Survey" cap set for angle;
- North 21° 47' 53" West, 641.21' to the Place of Beginning and containing w, more or less.

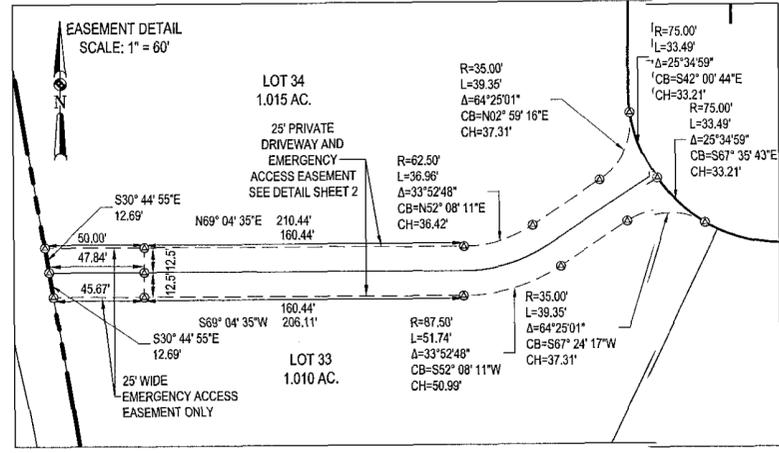
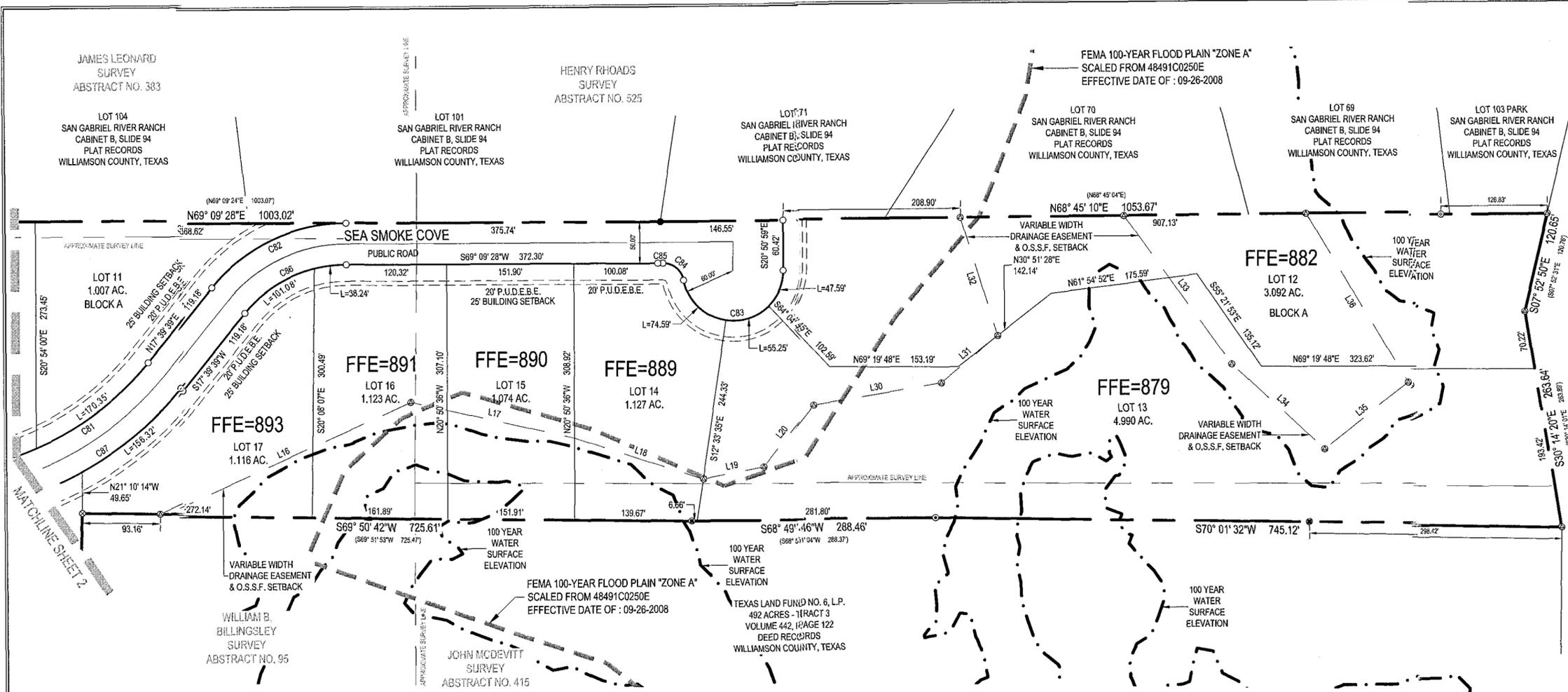
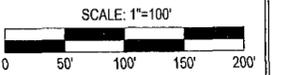
**Note:** The basis of bearing was established using the Trimble VRS Network, NAD (83), Texas State Plane Coordinate System, Central Zone, US Survey Foot, Grid. A survey plat was prepared by a separate document.



VICINITY MAP  
NOT TO SCALE

## FINAL PLAT FOR ESTABLISHING THE HIDDEN CREEK ESTATES SUBDIVISION

<p><b>OWNER/DEVELOPER:</b> SAN GABRIEL HIDDEN CREEK ESTATES, LLC C/O DAVY ROBERTS 9508 EAST HWY 71 SPICEWOOD, TX 78669 OFF: 1-(800) 511-2430 DROBERTS@ LONESTARLANDPARTNERS.COM</p>	<p><b>AGENT/PREPARER:</b> MATKIN HOOVER ENGINEERING &amp; SURVEYING C/O GARRETT D. KELLER, P.E. 8 SPENCER ROAD SUITE 100 BOERNE, TEXAS 78006 OFF: (830) 249-0600 FAX: (830) 249-0099 GKELLER@MATKINHOOVER.COM</p>	<p><b>MATKINHOOVER</b> ENGINEERING &amp; SURVEYING P.O. BOX 54 8 SPENCER ROAD SUITE 100 BOERNE, TEXAS 78006 OFFICE: 830.249.0600 FAX: 830.249.0099 TEXAS REGISTERED ENGINEERING FIRM F-004512 TEXAS REGISTERED SURVEYING FIRM F-10024000 CIVIL ENGINEERS, SURVEYORS, LAND PLANNERS, CONSTRUCTION MANAGERS, CONSULTANTS</p>	<p>DATE: MARCH 2016 JOB NO. 2738.00 SHEET 1 OF 5</p>
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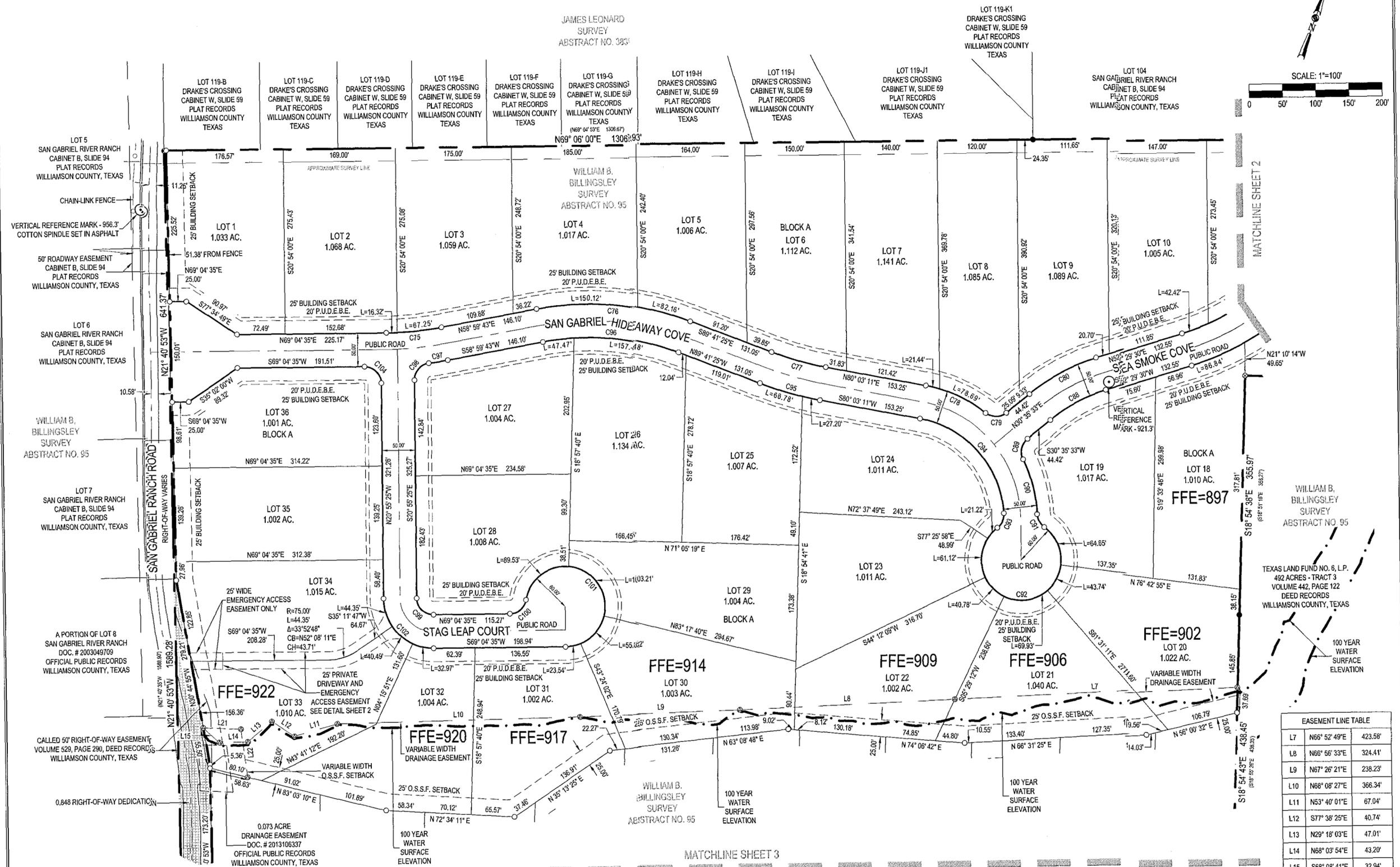
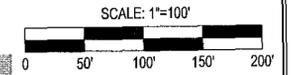
LINE	BEARING	LENGTH
L16	N44° 27' 46"E	327.45'
L17	N81° 50' 14"E	200.13'
L18	N87° 11' 18"E	161.59'
L19	N58° 00' 47"E	74.11'
L20	N17° 08' 23"E	92.30'
L30	N59° 19' 50"E	154.62'
L31	N29° 05' 50"E	88.33'
L32	N38° 07' 42"W	149.08'
L33	S56° 28' 18"E	220.43'
L34	S67° 53' 51"E	151.23'
L35	N30° 30' 47"E	127.95'
L36	N51° 37' 40"W	237.26'

- LEGEND**
- P.U.D.E.B.E. PUBLIC UTILITY, DRAINAGE, EMBANKMENT/BACKSLOPE EASEMENT
  - F.F.E. FINISHED FLOOR ELEVATION
  - P.O.B. POINT OF BEGINNING
  - O.S.S.F. ON SITE SEWAGE FACILITY
  - SET 1/2" IRON ROD WITH A RED "MATKIN-HOOVER ENG. & SURVEY" PLASTIC CAP - UNLESS NOTED
  - FOUND 1/2" IRON ROD
  - ⊙ FOUND 5/8" IRON ROD
  - ⊙ FOUND 60D NAIL
  - ⊙ FOUND 1/2" METAL PIPE
  - ⊙ FOUND 1" METAL PIPE
  - ⊙ FOUND 1/2" IRON ROD WITH A RED "FOREST 1847" PLASTIC CAP
  - ⊙ CALCULATED POINT

CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C7	350.00'	212.77'	3 1/4° 49' 51"	N35° 04' 35"E	209.51'
C8	205.00'	184.25'	5 1/4° 29' 49"	N43° 24' 34"E	178.11'
C9	60.00'	177.44'	16 3/4° 26' 18"	S63° 52' 09"W	119.49'
C10	25.00'	34.81'	7 3/4° 46' 55"	N71° 18' 09"W	32.07'
C11	1025.00'	6.29'	0° 21' 05"	S68° 58' 56"W	6.29'
C12	155.00'	139.31'	5 1/4° 29' 49"	S43° 24' 34"W	134.67'
C13	400.00'	243.17'	3 1/4° 49' 51"	S35° 04' 35"W	239.44'

## FINAL PLAT FOR ESTABLISHING THE HIDDEN CREEK ESTATES SUBDIVISION

<p><b>OWNER/DEVELOPER:</b> SAN GABRIEL HIDDEN CREEK ESTATES, LLC C/O DAVY ROBERTS 9508 EAST HWY 71 SPICEWOOD, TX 78669 OFF: 1-(800) 511-2430 DROBERTS@LONESTARLANDPARTNERS.COM</p>	<p><b>AGENT/PREPARER:</b> MATKIN HOOVER ENGINEERING &amp; SURVEYING C/O GARRETT D. KELLER, P.E. 8 SPENCER ROAD SUITE 100 BOERNE, TEXAS 78006 OFF: (830) 249-0600 FAX: (830) 249-0099 GKELLER@MATKINHOOVER.COM</p>	<p>ENGINEERING &amp; SURVEYING</p> <p>P.O. BOX 54 8 SPENCER ROAD SUITE 100 BOERNE, TEXAS 78006 OFFICE: (830) 249-0600 FAX: (830) 249-0099 TEXAS REGISTERED ENGINEERING FIRM F-004512 TEXAS REGISTERED SURVEYING FIRM F-10024000 CIVIL ENGINEERS SURVEYORS LAND PLANNERS CONSTRUCTION MANAGERS CONSULTANTS</p>	<p>DATE: MARCH 2016</p> <p>JOB NO. 2738.00</p> <p>SHEET 2 OF 5</p>
--	---	---	--



Curve	Bearing	Distance
L7	N66° 52' 49"E	423.58'
L8	N68° 56' 33"E	324.41'
L9	N67° 26' 21"E	238.23'
L10	N68° 08' 27"E	366.34'
L11	N53° 40' 01"E	67.04'
L12	S77° 38' 25"E	40.74'
L13	N29° 18' 03"E	47.01'
L14	N68° 03' 54"E	43.20'
L15	S68° 08' 41"E	32.94'
L21	N71° 48' 35"E	57.11'
L22	S28° 24' 15"E	72.13'

CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	475.00'	83.57'	10° 04' 52"	N64° 02' 09"E	83.47'
C2	425.00'	232.28'	31° 18' 52"	N74° 39' 09"E	229.40'
C3	475.00'	85.03'	10° 11' 52"	N85° 10' 53"E	84.92'
C4	205.00'	100.12'	27° 59' 02"	S85° 57' 18"E	99.13'
C5	25.00'	33.79'	77° 26' 40"	N69° 18' 53"E	31.28'
C6	300.00'	114.66'	21° 53' 57"	N41° 32' 32"E	113.87'
C14	250.00'	95.55'	21° 53' 57"	S41° 32' 32"W	94.97'
C15	25.00'	33.79'	77° 26' 38"	S08° 07' 46"E	31.28'
C16	205.00'	85.24'	23° 49' 25"	S34° 56' 23"E	84.63'
C17	25.00'	22.69'	51° 09' 35"	S49° 01' 28"E	21.92'
C18	60.00'	301.44'	287° 15' 08"	S68° 54' 18"W	70.66'

CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C19	25.00'	25.02'	57° 20' 51"	N04° 09' 27"E	23.99'
C20	155.00'	204.06'	75° 25' 51"	N62° 13' 54"W	189.64'
C21	525.00'	93.98'	10° 15' 24"	S85° 10' 53"W	93.86'
C22	375.00'	204.85'	31° 18' 52"	S74° 39' 09"W	202.41'
C23	525.00'	28.89'	3° 09' 09"	S60° 34' 18"W	28.88'
C24	25.00'	36.25'	83° 04' 17"	S20° 36' 43"W	33.15'
C25	25.00'	39.27'	90° 00' 00"	S65° 55' 25"E	35.36'
C26	25.00'	34.83'	79° 50' 09"	N29° 09' 30"E	32.08'
C27	60.00'	272.10'	259° 50' 09"	S60° 50' 30"E	92.04'
C28	75.00'	117.81'	90° 00' 00"	N65° 55' 25"W	106.07'
C29	25.00'	39.27'	90° 00' 00"	N65° 55' 25"W	35.36'

**LEGEND**

P.U.D.E.B.E. PUBLIC UTILITY, DRAINAGE, EMBANKMENT/BACKSLOPE EASEMENT  
 F.F.E. FINISHED FLOOR ELEVATION  
 P.O.B. POINT OF BEGINNING  
 O.S.S.F. ON SITE SEWAGE FACILITY  
 SET 1 1/2" IRON ROD WITH A RED "MATKIN-HOOVER" ENG. & SURVEYING PLASTIC CAP - UNLESS NOTED  
 FOUND 1/2" IRON ROD  
 FOUND 5/8" IRON ROD  
 FOUND 60D NAIL  
 FOUND 1/2" METAL PIPE  
 FOUND 1" METAL PIPE  
 FOUND 1/2" IRON ROD WITH A RED "FOREST 1847" PLASTIC CAP  
 CALCULATED POINT  
 HATCHED AREA REPRESENTS A 0.848 ACRE VARIABLE WIDTH RIGHT-OF-WAY DEDICATION  
 VERTICAL CONTROL POINT  
 1/2" IRON ROD SET WITH A BLUE PLASTIC CAP UNLESS NOTED OTHERWISE

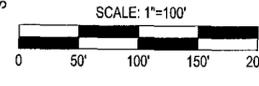
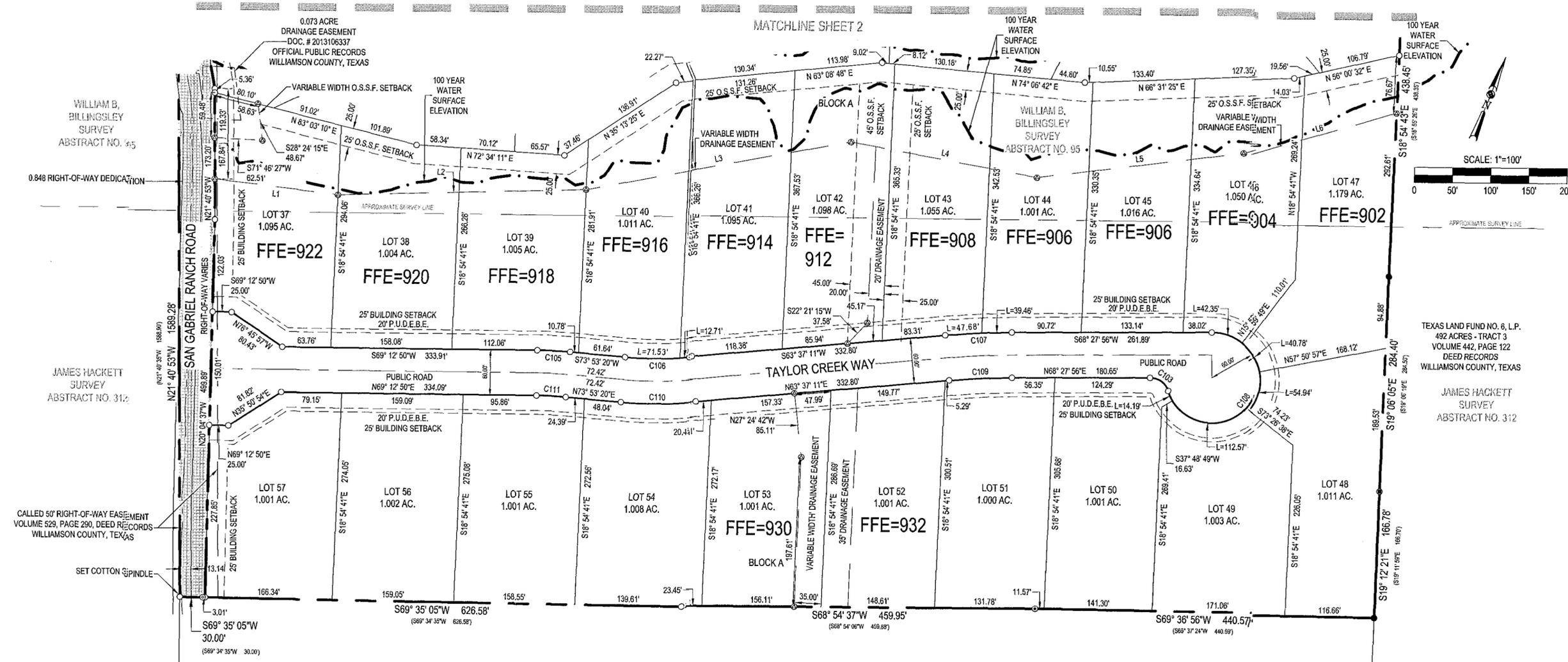
# FINAL PLAT FOR ESTABLISHING THE HIDDEN CREEK ESTATES SUBDIVISION

**OWNER/DEVELOPER:**  
 SAN GABRIEL HIDDEN CREEK ESTATES, LLC  
 C/O DAVY ROBERTS  
 9508 EAST HWY 71  
 SPICEWOOD, TX 78669  
 OFF: 1-(800) 511-2430  
 DROBERTS@LONESTARLANDPARTNERS.COM

**AGENT/PREPARER:**  
 MATKIN HOOVER  
 ENGINEERING & SURVEYING  
 C/O GARRETT D. KELLER, P.E.  
 8 SPENCER ROAD SUITE 100  
 BOERNE, TEXAS 78006  
 OFF: (830) 249-0600  
 FAX: (830) 249-0099  
 GKELLER@MATKINHOOVER.COM



DATE: MARCH 2016  
 JOB NO. 2738.00  
 SHEET 3 OF 5



TEXAS LAND FUND NO. 6, L.P.  
492 ACRES - TRACT 3  
VOLUME 442, PAGE 122  
DEED RECORDS  
WILLIAMSON COUNTY, TEXAS

JAMES HACKETT  
SURVEY  
ABSTRACT NO. 312

JAMES HACKETT  
SURVEY  
ABSTRACT NO. 312

TEXAS LAND FUND NO. 6, L.P.  
128 1/4 ACRES - TRACT 2  
VOLUME 442, PAGE 122  
DEED RECORDS  
WILLIAMSON COUNTY, TEXAS

DRIVEWAY CULVERT TABLE

BLOCK A LOT NUMBER	CULVERT DIA (IN)	CULVERT LENGTH (FT)	INVERT UP (FT)	INVERT DOWN (FT)
48	18	22	960.70	960.00
49	18	22	957.90	957.10
50	18	22	951.00	950.00
51	18	22	942.50	940.30
52	18	22	933.50	930.40

NOTES:  
1. CONTRACTOR SHALL PLACE THE DRIVEWAY CULVERT WITHIN THE EXISTING BAR DITCH FLOWLINE AND PROVIDE A MINIMUM OF 1% SLOPE FOR POSITIVE DRAINAGE AND A MINIMUM LENGTH OF 22 FEET PER WILLIAMSON COUNTY REQUIREMENTS.  
2. EXACT DRIVEWAY LOCATION MAY AFFECT FINAL CULVERT INSTALLATION.

LEGEND

- P.U.D.E.B.E. PUBLIC UTILITY, DRAINAGE, EMBANKMENT/BACKSLOPE EASEMENT
- F.F.E. FINISHED FLOOR ELEVATION
- P.O.B. POINT OF BEGINNING
- O.S.S.F. ON SITE SEWAGE FACILITY
- SET 1/2" IRON ROD WITH A RED "MATKIN-HOOVER ENG. & SURVEY;" PLASTIC CAP - UNLESS NOTED
- FOUND 1/2" IRON ROD
- ⊙ FOUND 5/8" IRON ROD
- ⊙ FOUND 60D NAL
- ⊙ FOUND 1/2" METAL PIPE
- ⊙ FOUND 1" METAL PIPE
- FOUND 1/2" IRON ROD WITH A RED "FOREST 1847" PLASTIC CAP
- ⊙ CALCULATED POINT
- ▨ HATCHED AREA REPRESENTS A 0.848 ACRE VARIABLE WIDTH RIGHT-OF-WAY DEDICATION

'CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C30	530.00'	43.24'	4°40'30"	N71° 33' 05"E	43.23'
C31	470.00'	84.24'	1°01'16"08"	N68° 45' 15"E	84.12'
C32	1030.24'	87.13'	4°50'45"	N66° 02' 34"E	87.11'
C33	60.00'	264.83'	2°52'53"43"	S14° 54' 48"W	96.53'
C34	25.00'	31.81'	7°2'53"43"	N75° 05' 12"W	29.70'
C35	970.24'	82.06'	4°50'45"	S66° 02' 34"W	82.04'
C36	530.00'	94.99'	1°01'16"08"	S88° 45' 15"W	94.86'
C37	470.00'	38.35'	4°40'30"	S71° 33' 05"W	38.34'

EASEMENT LINE TABLE		
LINE	BEARING	DISTANCE
L1	N75° 48' 07"E	162.45'
L2	N67° 19' 12"E	324.70'
L3	N58° 18' 13"E	349.29'
L4	N79° 26' 30"E	247.78'
L5	N61° 45' 12"E	272.10'
L6	N52° 30' 27"E	204.87'

## FINAL PLAT FOR ESTABLISHING THE HIDDEN CREEK ESTATES SUBDIVISION

OWNER/DEVELOPER:  
SAN GABRIEL  
HIDDEN CREEK ESTATES, LLC  
C/O DAVY ROBERTS  
9508 EAST HWY 71  
SPICEWOOD, TX 78669  
OFF: 1-(800) 511-2430  
DROBERTS@  
LONESTARLANDPARTNERS.COM

AGENT/PREPARER:  
MATKIN HOOVER  
ENGINEERING & SURVEYING  
C/O GARRETT D. KELLER, P.E.  
8 SPENCER ROAD SUITE 100  
BOERNE, TEXAS 78006  
OFF: (830) 249-0600  
FAX: (830) 249-0099  
GKELLER@MATKINHOOVER.COM

**MATKINHOOVER**  
ENGINEERING & SURVEYING

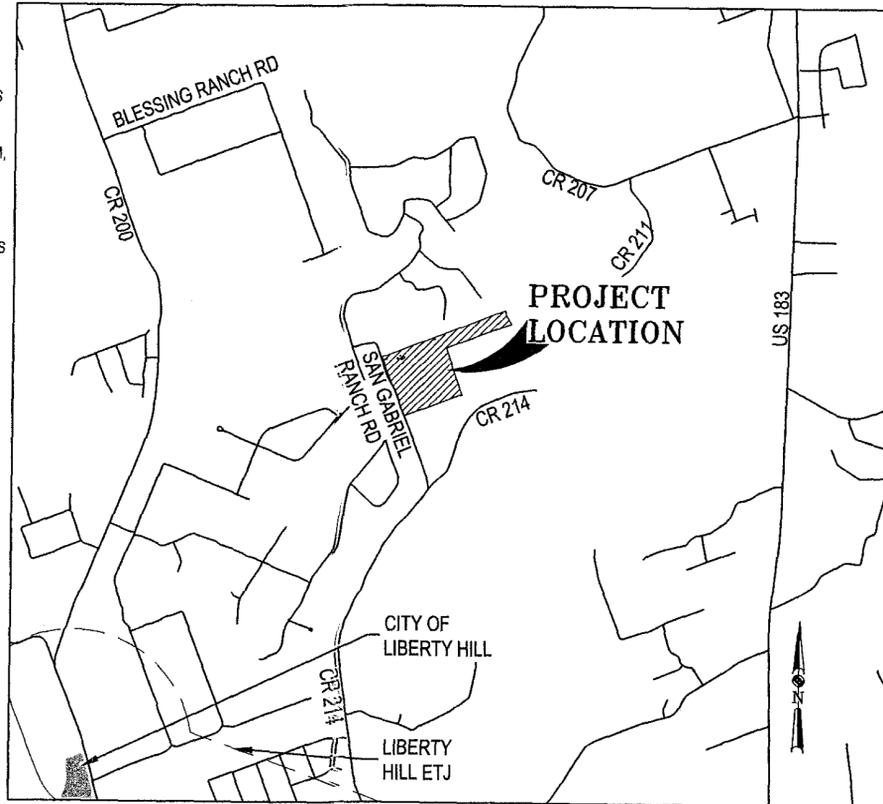
P.O. BOX 54  
8 SPENCER ROAD SUITE 100  
BOERNE, TEXAS 78006  
OFFICE: (830) 249-0600 FAX: (830) 249-0099  
TEXAS REGISTERED ENGINEERING FIRM E-004512  
TEXAS REGISTERED SURVEYING FIRM E-10024000  
CIVIL ENGINEERS SURVEYORS LAND PLANNERS CONSTRUCTION MANAGERS CONSULTANTS

DATE: MARCH 2016  
JOB NO. 2738.00  
SHEET 4 OF 5

# FINAL PLAT OF HIDDEN CREEK ESTATES

BEING A 72.699 ACRE TRACT OF LAND, LOCATED IN THE HENRY RHODES SURVEY, ABSTRACT NO. 525, THE JAMES LEONARD SURVEY, ABSTRACT NO. 383, THE WILLIAM B. BILLINGSLEY SURVEY, ABSTRACT NO. 95 AND THE JAMES HACKETT SURVEY, ABSTRACT NO. 312, IN WILLIAMSON COUNTY, TEXAS, SAID 72.699 ACRE TRACT BEING ALL OF THE CERTAIN 72.6888 ACRES TRACT OF LAND ALSO KNOWN AS A 72.1419 ACRE TRACT OF LAND DESCRIBED AS BOTH IN DOCUMENT NO. 2015073681, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS.

NEW RESIDENTIAL LOTS: 57

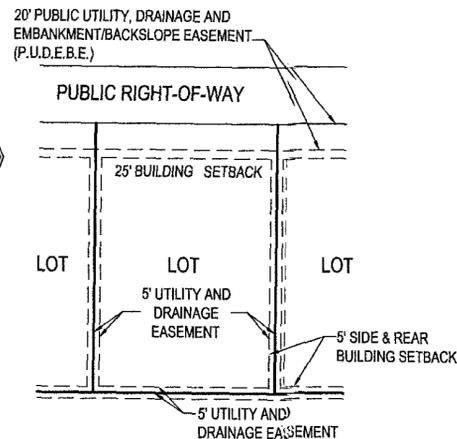


## LOCATION MAP

N.T.S.

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 13<sup>th</sup> DAY OF April, 2016 A.D.

*Judy Bridges*  
WILLIAMSON COUNTY ADDRESSING COORDINATOR  
TERESA BAKER



## TYPICAL LOT EASEMENTS

N.T.S. (ESTABLISHED ON ALL LOTS)

## SITE SUMMARY

SAN GABRIEL HIDEAWAY CREEK: 1491 L.F.  
DESIGN SPEED: 25MPH  
SEA SMOKE COVE: 1333 L.F.  
DESIGN SPEED: 25MPH  
STAG LEAP COURT: 884 L.F.  
DESIGN SPEED: 25MPH  
TAYLOR CREEK WAY: 1370 L.F.  
DESIGN SPEED: 25MPH

OWNER/DEVELOPER:  
SAN GABRIEL HIDDEN CREEK  
ESTATES, LLC  
C/O DAVY ROBERTS  
9508 EAST HWY 71  
SPICEWOOD, TX 78669  
OFF: 1-(800) 511-2430  
DROBERTS@  
LONESTARLANDPARTNERS.COM

AGENT/PREPARER:  
MATKIN HOOVER  
ENGINEERING & SURVEYING  
C/O GARRETT D. KELLER, P.E.  
8 SPENCER ROAD SUITE 100  
BOERNE, TEXAS 78006  
OFF: (830) 249-0600  
FAX: (830) 249-0099  
GKELLER@MATKINHOOVER.COM

**MATKINHOOVER**  
ENGINEERING & SURVEYING

P.O. BOX 54  
8 SPENCER ROAD SUITE 100  
BOERNE, TEXAS 78006  
OFFICE: 830.249.0600 FAX: 830.249.0099  
TEXAS REGISTERED ENGINEERING FIRM F-004512  
TEXAS REGISTERED SURVEYING FIRM F-10024000  
CIVIL ENGINEERS, SURVEYORS, LAND PLANNERS, CONSTRUCTION MANAGERS, CONSULTANTS

DATE: MARCH 2016

JOB NO. 2738.00

SHEET 5 OF 5

## NOTES:

- ACREAGE OF SUBDIVISION = 72.699 ACRES. THE OVERALL AVERAGE DENSITY OF LOTS IN THIS SUBDIVISION IS 1.142 AC/LOT.
- LOTS IN THIS SUBDIVISION ARE ENCLOSED BY SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100 YEAR FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP, (FLOOD INSURANCE RATE MAP), COMMUNITY PANEL NO. 48491C0250E, EFFECTIVE DATE SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS. A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION EXCEPT FOR LOTS 12, 13, 14, 15, 16, AND 17. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA. A FLOODPLAIN DEVELOPMENT PERMIT MUST BE OBTAINED FROM THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR FOR LOTS 12, 13, 14, 15, 16, AND 17 PRIOR TO ANY CONSTRUCTION OR DEVELOPMENT.
- WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY AQUA TEXAS INC.
- SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ONSITE SEWAGE FACILITIES.
- ELECTRIC SERVICE PROVIDED BY PEDERNALES ELECTRIC COOPERATIVE.
- RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OF-WAY SHALL MEET THE CURRENT TxDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.
- A TWENTY (20) FOOT UTILITY EMBANKMENT/BACKSLOPE AND DRAINAGE EASEMENT (P.U.D.E.B.E.) IS HEREBY DEDICATED ALONG THE FRONT PROPERTY LINE OF ALL LOTS IN THIS SUBDIVISION IN ADDITION TO THOSE UTILITY AND DRAINAGE EASEMENTS SHOWN ON THE PLAT. THERE IS ALSO HEREBY DEDICATED A FIVE (5) FOOT WIDE UTILITY AND DRAINAGE EASEMENT ADJACENT TO ALL NON-ROADWAY LOT LINES UNLESS OTHERWISE NOTED ON THE PLAT. IF TWO OR MORE LOTS ARE COMBINED AS A SINGLE HOMESITE, THIS EASEMENT SHALL BE RELINQUISHED ALONG THE COMMON LINE OR LINES OF THE COMBINED LOTS SO LONG AS NO UTILITY LINES OR DRAINAGE IMPROVEMENTS ARE LOCATED THEREIN.
- ALL PUBLIC UTILITY EASEMENTS ARE FOR UTILITY IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO ELECTRIC, TELEPHONE AND/OR CATV LINES AND APPURTENANCES.
- GRANTOR HEREBY AGREES TO DEDICATE TO THE PUBLIC A UTILITY EASEMENT AND/OR UTILITY RIGHT-OF-WAY ON THIS PLAT FOR UTILITY PURPOSES.
- EXCEPT AS SHOWN, ALL CORNERS ARE 1/2" IRON RODS.
- BASIS OF BEARING: WAS ESTABLISHED USING THE TRIMBLE VRS NETWORK, TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, 4203, US SURVEY FOOT, GRID, VERTICAL DATUM: NAVD 88.
- IN APPROVING THIS PLAT BY THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONER'S COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM AND STREETS.
- IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL, AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THE PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOOD PLAIN DATA, IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
- ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THE PLAT ARE FREE OF LIENS. REQUIRED RELEASE OF LIENS SHALL BE PROVIDED TO THE COMMISSIONER'S COURT.
- THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
- ALL DRIVEWAYS ONTO RURAL COUNTY ROADS WHOSE LOT IS SERVED BY A SEPTIC SYSTEM SHALL BE REQUIRED TO OBTAIN A PERMIT FROM THE WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT PRIOR TO CONSTRUCTION. THE SUBDIVISION DEVELOPER WILL BE HELD RESPONSIBLE TO NOTIFY BUILDERS AND LOT OWNERS OF THIS REQUIREMENT.
- ONE-WAY "CIRCULAR" DRIVEWAYS SHALL BE PROHIBITED. EACH LOT SHALL BE ALLOWED ONE ACCESS POINT TO THE COUNTY ROAD WITH A MINIMUM DRIVEWAY SPACING OF 120' FOR ANY ADJOINING DRIVEWAY.
- RIGHT-OF-WAY EASEMENTS FOR WIDENING ROADWAYS OR IMPROVING DRAINAGE SHALL BE MAINTAINED BY THE LANDOWNER UNTIL ROAD OR DRAINAGE IMPROVEMENTS ARE ACTUALLY CONSTRUCTED ON THE PROPERTY. THE COUNTY HAS THE RIGHT AT ANY TIME TO TAKE POSSESSION OF ANY ROAD WIDENING EASEMENT FOR THE CONSTRUCTION, IMPROVEMENT OR MAINTENANCE OF THE ADJACENT ROAD. THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS OR MAINTENANCE OF THE ADJACENT ROAD. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, ITS OFFICERS AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.
- DRIVEWAY ACCESS TO SAN GABRIEL RANCH ROAD SHALL BE RESTRICTED FOR LOTS 1, 33, 34, 35, 36, 37 AND 57.
- A LOCKED GATE WITH A KNOX PAD LOCK SHALL BE INSTALLED WHERE THE EMERGENCY ACCESS ROAD CONNECTS TO SAN GABRIEL RANCH ROAD.
- LOTS 33 AND 34 CAN UTILIZE THE 25' PRIVATE DRIVEWAY AND EMERGENCY ACCESS EASEMENT FOR INGRESS AND EGRESS FROM QUIET OAK DR ONLY. NO PARKING IS ALLOWED ON THE EMERGENCY ACCESS ROAD CONNECTING QUIET OAK DR. TO SAN GABRIEL RANCH ROAD.
- RESIDENTIAL DRIVEWAYS ARE TO BE LOCATED NO CLOSER TO THE CORNER OF INTERSECTING RIGHTS OF WAY THAN 60 PERCENT OF THE PARCEL FRONTAGE OR 50 FEET, WHICHEVER IS LESS.
- THE MINIMUM FINISHED FLOOR ELEVATIONS SHOWN ON THIS PLAT WERE DETERMINED BY ADDING A MINIMUM OF ONE (1) FOOT TO THE BASE FLOOD ELEVATION (BFE) AS DETERMINED BY THE SUPPLEMENTAL INUNDATION ANALYSIS PREPARED BY MATKIN HOOVER ENGINEERING & SURVEYING DATED JANUARY 29, 2016.

STATE OF TEXAS X  
COUNTY OF WILLIAMSON X

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND

*Jeff Boerner*  
REGISTERED PROFESSIONAL LAND SURVEYOR  
JEFF BOERNER, R.P.L.S.



STATE OF TEXAS X  
COUNTY OF WILLIAMSON X

I HEREBY CERTIFY THAT RECOGNIZED ENGINEERING PRACTICES AND STANDARDS WERE USED IN THE PREPARATION OF THIS FINAL PLAT AND IN THE DESIGN OF SITE IMPROVEMENT STRUCTURES AND WERE ACCOMPLISHED UNDER MY DIRECT SUPERVISION TO CONFORM TO ALL REQUIREMENTS OF THE WILLIAMSON COUNTY DEVELOPMENT RULES AND REGULATIONS. THIS TRACT IS NOT LOCATED WITHIN EDWARDS AQUIFER RECHARGE ZONE.

*Garrett D. Keller*  
LICENSED PROFESSIONAL ENGINEER  
GARRETT D. KELLER, PE



STATE OF TEXAS X  
COUNTY OF WILLIAMSON X

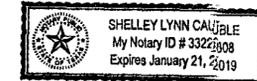
KNOW ALL MEN BY THESE PRESENTS:

I, DAVY ROBERTS, CO-OWNER AND AGENT FOR SAN GABRIEL HIDDEN CREEK ESTATES, LLC, SOLE OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2015073681 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS HIDDEN CREEK ESTATES.

SAN GABRIEL HIDDEN CREEK ESTATES, LLC  
C/O DAVY ROBERTS  
9508 EAST HWY 71  
SPICEWOOD, TX 78669

*Davy Roberts*  
OWNER

BEFORE ME, THE ABOVE AUTHORITY, ON THIS DAY PERSONALLY APPEARED *Davy Roberts*, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THIS FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN STATED. AND SEAL OF OFFICE THIS 13<sup>th</sup> DAY OF April, 2016 A.D.



*Shelley L. Cauble*  
NOTARY PUBLIC, STATE OF TEXAS

BASED UPON THE ABOVE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER A REVIEW OF THE SURVEY AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS BLUE LINE (SURVEY) COMPLIES WITH THE REQUIREMENTS OF EDWARDS AQUIFER REGULATIONS FOR WILLIAMSON COUNTY AND WILLIAMSON COUNTY ON-SITE SEWAGE FACILITY REGULATIONS. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. THE WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT (WCCHD) AND WILLIAMSON COUNTY DISCLAIM ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS BLUE LINE (SURVEY) AND THE DOCUMENTS ASSOCIATED WITH IT.

*Deborah L. Marlow, RS*  
DEBORAH L. MARLOW, RS, OS0029596  
DIRECTOR, ENVIRONMENTAL HEALTH SERVICES, WCCHD

*04/12/2016*  
DATE

STATE OF TEXAS X  
COUNTY OF WILLIAMSON X

KNOW ALL MEN BY THESE PRESENTS:

I, DAN A. GATTIS, COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, THAT A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS

DATED THIS \_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_ A.D.

BY:

DAN A. GATTIS, COUNTY JUDGE  
WILLIAMSON COUNTY, TEXAS

DATE

STATE OF TEXAS X  
COUNTY OF WILLIAMSON X

KNOW ALL MEN BY THESE PRESENTS:

I, \_\_\_\_\_, COUNTY CLERK OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE \_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_ A.D. AT \_\_\_ O'CLOCK \_\_\_ M AND DULY RECORDED THIS DAY OF \_\_\_\_\_, 20\_\_\_ A.D. AT \_\_\_ O'CLOCK \_\_\_ M, IN THE PLAT RECORDS OF SAID COUNTY IN CABINET \_\_\_\_\_, SLIDE \_\_\_\_\_.

TO CERTIFY WHICH, WITNESS MY HAND AND DEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

NANCY RISTER, CLERK COUNTY COURT OF  
WILLIAMSON COUNTY, TEXAS

BY: \_\_\_\_\_  
DEPUTY

**Commissioners Court - Regular Session**

**28.**

**Meeting Date:** 10/04/2016

Tax Collection Agreement

**Submitted For:** Deborah Hunt

**Submitted By:** Judy Kocian, County Tax Assessor  
Collector

**Department:** County Tax Assessor Collector

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take appropriate action to approve the Tax Collection Agreement between the City of Liberty Hill serving as Agent for Liberty Parke Public Improvement District and the County of Williamson, Texas.

**Background**

The two original documents of the Tax Collection Agreement with the City of Liberty Hill serving as the Agent for Liberty Parke Public Improvement District (PID) requires the County Judge to sign as well as the County Tax Assessor/Collector. The original documents have been signed by the County Tax Assessor Collector and are being sent via interdepartmental mail to the office of the County Judge indicating the location for his signature. All completed originals should be returned to the Tax Assessor/Collector office's for further distribution.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

[Liberty Parke PID](#)

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Judy Kocian

Final Approval Date: 09/19/2016

**Reviewed By**

Wendy Coco

**Date**

09/19/2016 09:34 AM

Started On: 09/16/2016 02:28 PM

THE STATE OF TEXAS           §       ASSESSMENT COLLECTION AGREEMENT  
  §  
COUNTY OF WILLIAMSON       §

WHEREAS, The City of Liberty Hill serving as Agent for Liberty Parke PID and the County of Williamson, Texas, have the power and authority with reference to the terms of TEX. GOV'T. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, to authorize the County of Williamson, Texas, through its duly elected Tax Assessor-Collector to act as the Tax Collector for the above named Jurisdiction for those properties within Williamson County.

NOW, THEREFORE, for the consideration hereinafter expressed and the mutual condition hereof, it is mutually agreed by and between Liberty Parke PID, a political subdivision duly organized and existing under the laws of the State of Texas, hereinafter referred to as the Jurisdiction, and the County of Williamson, Texas, hereinafter referred to as the County, as follows:

1. A. Under the provisions of TEX. GOV'T. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, the County, through its Tax Assessor-Collector, shall serve as Tax Collector for the Jurisdiction for ad valorem tax purposes for those properties in Williamson County only in the year this document is executed and subsequent years pursuant to the terms herein provided. The County agrees to perform for the Jurisdiction all necessary duties authorized, and the Jurisdiction does hereby expressly authorize the County, through its Tax Assessor-Collector, to do and perform all acts necessary and proper to collect assessments which are levied by the Jurisdiction.

B. The Jurisdiction agrees to provide annually and upon request information pertaining to the properties, CAD quick ref IDs, legal descriptions, situs address, owner names, current year assessment, total assessment and remaining assessment balance in a format determined by the County.

2. A. The County agrees to prepare and mail all tax statements, provide monthly collection reports to the Jurisdiction, prepare tax certificates, develop and maintain both current and delinquent tax rolls for the Jurisdiction, meet the requirements of the Property Tax Code and Local Government Code, as amended, and to develop and maintain such other records and forms as are necessary or required by law or state rules and regulations related to the collection of the assessment levied by the Jurisdiction.

The County undertakes and agrees to make available to the Jurisdiction full information about the assessment collection operation of the County, and to promptly furnish written reports reasonably necessary to keep the Jurisdiction advised of all financial information affecting the Jurisdiction.

B. The Jurisdiction authorizes the County to approve on behalf of the Jurisdiction all refunds pursuant to TEX. PROP. TAX CODE ANN. § 31.11. Refunds may be made from assessment collections otherwise due to the Jurisdiction, or, if there are not sufficient current collections to make the refund, the Jurisdiction shall, at the request of the Tax Assessor-Collector, promptly return to the County sufficient money to pay the refund. The County shall report to the Jurisdiction all refunds made on behalf of the Jurisdiction.

Likewise, in the event that an assessment payment is made by check or other medium that is later dishonored, the County shall withhold the dishonored amount previously distributed to the Jurisdiction from assessment collection otherwise due to be distributed to the Jurisdiction. If there is not sufficient current collection to amount to the revenue lost due to the dishonored instrument, the

Jurisdiction shall promptly refund to the County sufficient sums upon request by the Tax Assessor-Collector.

C. To enable the County to effectively serve all the taxing units which contract with the County for the collection of taxes, **the Jurisdiction must provide assessment information not later than September 1 or as soon thereafter as practicable.** In the absence of this requirement being met, the Jurisdiction shall bear all expenses of the County and its agents of expenditures made by such for the purpose of sending the tax statements in a separate notice or billing. By executing this Agreement, the Jurisdiction does accept such provisions and expressly agrees to meet solely any and all expenses that might be incurred as a result of not timely communicating to the County its assessment rate and any and all collateral or related information or documentation to allow the County to meet its required obligations and duties to all other parties on whose behalf it also collects tax funds.

3. The Jurisdiction hereby agrees and expressly authorizes the County to contract on the Jurisdiction's behalf with private legal counsel for the collection of delinquent property assessments. The Jurisdiction further agrees that such fee, as is allowed by law and provided in the contract with private legal counsel, will be paid from the penalty and interest collected for Jurisdiction by such private legal counsel.

4. For each tax year, the Jurisdiction shall pay to the County for collection services an amount or amounts per each real property parcel of taxable property, or account. The number of accounts assessed by the Jurisdiction and amounts to be assessed shall be determined by the Jurisdiction or agents thereof. The Tax Assessor-Collector shall notify the Jurisdiction of the charge per parcel on or about March 1. If no notice of charges per parcel is given by the Tax Assessor-Collector, charges per parcel for the prior year shall remain effective. The fee shall be payable in a lump sum annually by December 31 and may be withheld by the Tax Assessor-Collector from the distribution otherwise due the Jurisdiction.

5. The County shall cooperate with, and respond to the inquiries of, any independent certified public accountants employed by the Jurisdiction to conduct an annual financial audit of the Jurisdiction as such inquiries are related to the collection of assessments as provided for by this contract.

6. The County agrees to obtain a surety bond for the County's Tax Assessor-Collector to assure proper performance of the assessment collecting function provided in this contract. Such bond shall be payable to the County in the sum of \$100,000.00 unless state statutes require a larger sum and shall be executed by a solvent surety company.

7. The County agrees to make payments of assessments collected into such depositories as are selected by the Jurisdiction. Such payments shall be made every day on which both the County's tax office and Jurisdiction's depository are open for business.

8. This contract shall continue until terminated by the parties. Either party may terminate this contract by giving written notice of its intent to the other party on or before April 1, to be effective the following July 1 of the same calendar year. Upon such a termination, the Jurisdiction shall assume all its assessment collection responsibilities for all tax years.

9. If this contract should terminate for any reason, including but not limited to termination because of agreement of both parties and termination by judicial decree, the assessment records shall be returned to Jurisdiction.

10. This agreement supercedes any and all agreements and contracts by and between the Jurisdiction and Williamson County relative to the collection of assessments.

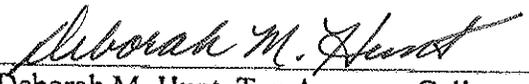
11. This contract is to be interpreted under the laws of the State of Texas. Venue for any litigation arising regarding this contract shall lie in Williamson County, Texas.

IN WITNESS WHEREFORE, these presents are executed by authority of the governing bodies of the respective parties hereto.

Executed \_\_\_\_\_, 20\_\_\_\_.

COUNTY OF WILLIAMSON

\_\_\_\_\_  
Dan A. Gattis, County Judge  
County of Williamson

  
\_\_\_\_\_  
Deborah M. Hunt, Tax Assessor-Collector,  
County of Williamson

JURISDICTION

  
\_\_\_\_\_  
, Mayor

RESOLUTION NO. 41

**AUTHORIZING AGREEMENT WITH THE COUNTY OF WILLIAMSON  
FOR COLLECTION OF ASSESSMENT**

WHEREAS, Liberty Parke PID desires to levy an assessment in each fiscal year; and

WHEREAS, The County of Williamson, Texas, provides assessment collection services; and

WHEREAS, the City of Liberty Hill acting as Agent for Liberty Parke PID finds it to be in the public interest to authorize a contract with The County of Williamson, Texas for collection of PID assessments;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LIBERTY HILL THAT:

The Mayor of the City of Liberty Hill is hereby authorized and directed to enter into a contract on behalf of the Liberty Parke PID with The County of Williamson, Texas, in the form and according to the terms in the attached Exhibit A.

The foregoing resolution was moved and seconded and finally adopted by majority vote at a regular meeting of the Council of the City of Liberty Hill on the 13<sup>th</sup> day of June, 2016

Connie Fuller  
\_\_\_\_\_  
, Mayor

ATTEST:

Barbara Guerneman  
Secretary

RESOLUTION NO. 42

**AUTHORIZING CONTRACT FOR COLLECTION OF ASSESSMENT TAXES**

WHEREAS, the County of Williamson performs assessment collection for taxing entities of Williamson County; and

WHEREAS, the Commissioners Court of the County of Williamson finds it to be in the public interest to enter into a contract with the City of Liberty Hill acting as Agent for Liberty Parke PID for the collection of assessment taxes;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF THE COUNTY OF WILLIAMSON THAT:

The County Judge and Tax Assessor-Collector are hereby authorized and directed to enter into a contract with the City of Liberty Hill acting as Agent for Liberty Parke PID in the form attached hereto as Exhibit A for the collection of assessment taxes.

The foregoing resolution was moved and seconded and adopted by majority vote at a meeting of the Commissioners Court of the County of Williamson on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Dan A. Gattis, County Judge  
County of Williamson

ATTEST:

\_\_\_\_\_  
Nancy Rister  
Williamson County Clerk

**Commissioners Court - Regular Session**

**29.**

**Meeting Date:** 10/04/2016

District Clerk Records Mgmt and Preservation Fund

**Submitted By:** Ashlie Koenig, Budget Office

**Department:** Budget Office

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss District Clerk Records Management and Preservation Fund (Fund 386).

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

*No file(s) attached.*

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**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Ashlie Koenig

Final Approval Date: 09/21/2016

**Reviewed By**

Wendy Coco

**Date**

09/21/2016 10:34 AM

Started On: 09/20/2016 10:41 AM

**Commissioners Court - Regular Session**

**30.**

**Meeting Date:** 10/04/2016

District Clerk Records Archive Plan FY 17

**Submitted By:** Ashlie Koenig, Budget Office

**Department:** Budget Office

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action on the plan for the funding of the preservation and restoration of the District Clerk's Records Archives for 2016-2017.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

DC Records Archive FY 17

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**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Ashlie Koenig

Final Approval Date: 09/21/2016

**Reviewed By**

Wendy Coco

**Date**

09/21/2016 10:34 AM

Started On: 09/20/2016 10:51 AM

**LISA DAVID, DISTRICT CLERK**

**WILLIAMSON COUNTY**

**ARCHIVE PLAN 2017**

**WILLIAMSON COUNTY  
DISTRICT CLERK**

**Archive Plan**

**SUMMARY**

**The vast majority of the permanent records in the District Clerks office are paper. These records are used on a daily basis by the public and are vulnerable to loss by theft and wear and tear.**

**In February 2014, the mandate was followed and the Williamson County District Clerk began e-file, thus doing away with paper files in civil and family.**

**In the first 6 months of 2016 the District Clerk's office scanned into the management system over 280,000 pages. This amount is for civil, family and criminal. The paper still looms in the office as prior to 2014 all was filed in paper.**

**Historical documents and books are in dire need of restoration. The books date back to the 1800s and have no spine is some to hold documents in the cover.**

**With no cost to the County, these records can be preserved by using the archive fees and records management fees to cover the cost of scanning the paper based documents and preserving the handwritten ones. The images can be added to our existing imaging system and improve customer service.**

**The District Clerks are currently authorized to collect a records management and preservation fee of \$10. This fee is to a dedicated fund for the use of preserving and managing county and District Clerk records.**

**The 81<sup>st</sup> Texas Legislature passed Senate Bill 1685 which provides that the District Clerk may begin collecting a fee of \$5 for filing specific suits in the County and District Court. This fund becomes effective October 1, 2010. All monies collected will be placed in a line item in the budget labeled District Court Technology Fund to be used for the purpose of restoration and preservation of records in the District Clerk's Office.**

**The 83<sup>rd</sup> Texas Legislature passed HB 1513 which allows Commissioners Courts to temporarily authorize the fee not to exceed \$10 per certain types of files effective**

**date of bill September 1, 2013, effective date of fee January 1, 2014. The fee will revert back to \$5 effective September 1, 2019.**

**The collection of fee would expire upon completion of the projects necessary to preserve and digitize the district court records.**

**The process to move the paper out of the office will be a continuous task to ensure records are archived and indexed for retrieval.**

## **GOAL**

**The goal is to produce and archive all documents, regardless of type, as efficiently as possible. The District Clerk's office is also restoring records, suspending and reducing deterioration of public records, improving public access to these documents reducing the risk of deterioration.**

**Restoration of old documents have been utilized in that the historical Dan Moody case was restored by outside vendors. The documents were placed in binders and images were placed on a CD.**

**It will be the responsibility of the District Clerk records department to perform routine inspections of the records archive. Following an inspection, should a document require restoration, the Records Manager will determine the appropriate method of restoration.**

**Restoration of damaged documents will utilize the most efficient and practical method available. In the event this office is unable to restore a document, the Records Manager will research local vendors capable of providing necessary services.**

**This office will utilize the funds made available through the District Court Records Technology Fund.**

**In the 2015 budget a Scan Pro was purchased to do some in house digitizing of microfilmed documents and various older documents. The clerk has used discretion on what can be done in house and what will have to be done by a professional vendor of historical documents. The reason is some of the older 1800 documents have to be handled very carefully and prepared in such a way that this cannot take place in the clerk's office.**

**The fund will allow an outside source to preserve many of the tattered documents that are part of the history of Williamson County and need to be preserved.**

**The fee is accessed upon the filing of a suit or a cross action, counterclaim, intervention, contempt action, motion for new trial, or a third party petition in District Court.**

**As of August 2016 the District Clerk Preservation fund total was \$249,276.55. Projected annual revenue for 2016-2017 –Estimated documents subject to fee is 6480 and revenue based is \$32,400.**

**This amount has been allowed to grow due to the cost it takes to preserve these types of records. The objective in 2017 is to get as many historical records preserved as possible with the monies available in this account. The process is very costly and for that reason the dollar amount will decrease dramatically within this budget year with the work that needs to be done on the records. The strategy is to allow the fund to accumulate for at least two years until it reaches a sufficient amount to fund a record's management project.**

**Prepare Annual Archive Plan  
Commissioner's Court Approval  
Annual Public Hearing  
Post Notice of Fee**

\_\_\_\_\_  
**Lisa David, District Clerk Williamson County, Texas**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Dan Gattis, County Judge, Williamson County, Texas**

\_\_\_\_\_  
**Date**

**NOTICE OF ADDITIONAL FEE**

THE COMMISSIONERS COURT OF WILLIAMSON COUNTY

PURSUANT TO SB1865, HB1513 AND

GOVERNMENT CODE, Section 51.305 HAS DETERMINED

THAT A RECORDS ARCHIVE FEE OF -\$10.00- IS NEEDED

TO PRESERVE AND RESTORE DISTRICT COURT

RECORDS.

EFFECTIVE DATE OCTOBER 1, 2017

LISA DAVID

WILLIAMSON COUNTY DISTRICT CLERK

## AN ACT

relating to the creation of a district court records technology fund.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Subchapter D, Chapter 51, Government Code, is amended by adding Section 51.305 to read as follows:

Sec. 51.305. DISTRICT COURT RECORDS TECHNOLOGY FUND. (a) In this section:

(1) "Court document" means any instrument, document, paper, or other record that the district clerk is authorized to accept for filing or maintenance.

(2) "Deterioration" means any naturally occurring process or a natural disaster that results in the destruction or partial destruction of a court document.

(3) "Preservation" means any process that:

(A) suspends or reduces the deterioration of a court document; or

(B) provides public access to a court document in a manner that reduces the risk of deterioration.

(4) "Restoration" means any process that permits the visual enhancement of a court document, including making the document more legible.

(b) The commissioners court of a county may adopt a district court records archive fee of not more than \$5 for the filing of a suit, including an appeal from an inferior court, or a cross-action, counterclaim, intervention, contempt action, motion for new trial, or third-party petition, in a district court in the county as part of the county's annual budget. The fee must be set and itemized in the county's budget as part of the budget preparation process and must be approved in a public meeting. The fee is for preservation and restoration services performed in connection with maintaining a district court records archive.

(c) The county treasurer, or the official who discharges the duties commonly delegated to the county treasurer, in a county that adopts a fee under Subsection (b) shall establish a **district court records technology fund** in the general fund of the county for deposit of fees paid under Section 51.317(f).

(d) Subject to Subsection (f), money generated from the fee imposed under this section may be expended only for the preservation and restoration of the district court records archive.

(e) The district clerk shall designate the court documents that are part of the records archive for purposes of this section. The designation of court documents by the district clerk under this subsection is subject to approval by the commissioners court in a public meeting.

(f) The district clerk in a county that adopts a fee under this section shall prepare an annual written plan for the preservation and restoration of the district court records archive. The plan may include a proposal for entering into a contract with another person for preservation and restoration services. The commissioners court shall publish notice of a public hearing on the plan in a newspaper of general circulation in the county not later than the 15th day before the date of the hearing. After the public hearing, the plan shall be considered for approval by the commissioners court. Money in the district court records technology fund may be expended only as provided by the plan. All expenditures from the records technology fund must comply with Subchapter C, Chapter 262, Local Government Code.

(g) If a county imposes a fee under this section, a notice shall be posted in a conspicuous place in the district clerk's office. The notice must state the amount of the fee in the following form: "THE COMMISSIONERS COURT OF

(Insert name of county) COUNTY HAS DETERMINED THAT A RECORDS ARCHIVE FEE OF \$ (Insert amount adopted by commissioners court) IS NEEDED TO PRESERVE AND RESTORE DISTRICT COURT RECORDS."

(h) Money remaining from the collection of fees imposed under this section after completion of a district court records archive preservation and restoration project may be expended for records management and preservation purposes in the manner provided by Section 51.317(d). The commissioners court of a county may not impose a fee under this section after the district court records archive preservation and restoration project is complete.

SECTION 2. Section 51.317, Government Code, is amended by amending Subsection (b) and adding Subsections (b-2) and (f) to read as follows:

(b) The fees are:

(1) except as provided by Subsection (b-1), for filing a suit, including an appeal from an inferior court, \$50;

(2) for filing a cross-action, counterclaim, intervention, contempt action, motion for new trial, or third-party petition, \$15;

(3) for issuing a citation or other writ or process not otherwise provided for, including one copy, when requested at the time a suit or action is filed, \$8;

(4) for records management and preservation, \$10; and

(5) in addition to the other fees imposed under this section, for filing a suit, including an appeal from an inferior court, or a cross-action, counterclaim, intervention, contempt action, motion for new trial, or third-party petition, the amount adopted by the county commissioners court, not to exceed \$5, for court records archiving.

(b-2) The fee imposed under Subsection (b)(5) does not apply to a filing by a state agency.

(f) The district clerk, after collecting a fee under Subsection (b)(5), shall pay the fee to the county treasurer, or to an official who discharges the duties commonly delegated to the county treasurer, for deposit to the district court records technology fund established under Section 51.305.

SECTION 3. Subchapter D, Chapter 101, Government Code, is amended by adding Section 101.06116 to read as follows:

Sec. 101.06116. ADDITIONAL DISTRICT COURT FEES: GOVERNMENT CODE. The clerk of a district court shall collect a district court records archive fee of not more than \$5 under Section 51.317(b)(5), if adopted by the county commissioners court.

SECTION 4. This Act takes effect immediately if it receives a vote of two-thirds of all the members elected to each house, as provided by Section 39, Article III, Texas Constitution. If this Act does not receive the vote necessary for immediate effect, this Act takes effect September 1, 2009\*\*

**\*\*Passed each house by more than a two-thirds majority and signed by the governor June 19, 2009 (effective date).**

AN ACT

relating to temporary increases in the records archive fees and the records management and preservation fees charged by district and county clerks.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

ARTICLE 1. FEES EFFECTIVE SEPTEMBER 1, 2013

SECTION 1.01. Section 51.305(b), Government Code, is amended to read as follows:

(b) The commissioners court of a county may adopt a district court records archive fee of not more than \$10 [~~\$5~~] for the filing of a suit, including an appeal from an inferior court, or a cross-action, counterclaim, intervention, contempt action, motion for new trial, or third-party petition, in a district court in the county as part of the county's annual budget. The fee must be set and itemized in the county's budget as part of the budget preparation process and must be approved in a public meeting. The fee is for preservation and restoration services performed in connection with maintaining a district court records archive.

SECTION 1.02. Section 51.317(b), Government Code, is amended to read as follows:

(b) The fees are:

- (1) except as provided by Subsection (b-1), for filing a suit, including an appeal from an inferior court, \$50;
- (2) for filing a cross-action, counterclaim, intervention, contempt action, motion for new trial, or third-party petition, \$15;
- (3) for issuing a citation or other writ or process not otherwise provided for, including one copy, when requested at the time a suit or action is filed, \$8;
- (4) for records management and preservation, \$10; and
- (5) in addition to the other fees imposed under this section, for filing a suit, including an appeal from an inferior court, or a cross-action, counterclaim, intervention, contempt action, motion for new trial, or third-party petition, the amount adopted by the county commissioners court, not to exceed \$10 [~~\$5~~], for court records archiving.

SECTION 1.03. Section 101.0611, Government Code, is amended to read as follows:

Sec. 101.0611. DISTRICT COURT FEES AND COSTS: GOVERNMENT CODE. The clerk of a district court shall collect fees and costs under the Government Code as follows:

- (1) appellate judicial system filing fees for:
  - (A) First or Fourteenth Court of Appeals District (Sec. 22.2021, Government Code) . . . not more than \$5;
  - (B) Second Court of Appeals District (Sec. 22.2031, Government Code) . . . not more than \$5;
  - (C) Third Court of Appeals District (Sec. 22.2041, Government Code) . . . \$5;
  - (D) Fourth Court of Appeals District (Sec. 22.2051, Government Code) . . . not more than \$5;
  - (E) Fifth Court of Appeals District (Sec. 22.2061, Government Code) . . . not more than \$5;
  - (E-1) Sixth Court of Appeals District (Sec. 22.2071, Government Code) . . . \$5;
  - (E-2) Seventh Court of Appeals District (Sec. 22.2081, Government Code) . . . \$5;
  - (F) Ninth Court of Appeals District (Sec. 22.2101, Government Code) . . . \$5;
  - (G) Eleventh Court of Appeals District (Sec. 22.2121, Government Code) . . . \$5;
  - (G-1) Twelfth Court of Appeals District (Sec. 22.2131, Government Code) . . . \$5;
- and
- (H) Thirteenth Court of Appeals District (Sec. 22.2141, Government Code) . . . not more than \$5;
- (2) when administering a case for the Rockwall County Court at Law (Sec. 25.2012, Government Code) . . . civil fees and court costs as if the case had been filed in district court;
- (3) additional filing fees:
  - (A) for each suit filed for insurance contingency fund, if authorized by the county commissioners court (Sec. 51.302, Government Code) . . . not to exceed \$5;
  - (B) to fund the improvement of Dallas County civil court facilities, if authorized by the county commissioners court (Sec. 51.705, Government Code) . . . not more than \$15;

(B-1) to fund the improvement of Bexar County court facilities, if authorized by the county commissioners court (Sec. 51.706, Government Code) . . . not more than \$15;  
(C) to fund the improvement of Hays County court facilities, if authorized by the county commissioners court (Sec. 51.707, Government Code) . . . not more than \$15; and  
(D) to fund the preservation of court records (Sec. 51.708, Government Code) . . . not more than \$10;

(4) for filing a suit, including an appeal from an inferior court:  
(A) for a suit with 10 or fewer plaintiffs (Sec. 51.317, Government Code) . . . \$50;  
(B) for a suit with at least 11 but not more than 25 plaintiffs (Sec. 51.317, Government Code) . . . \$75;  
(C) for a suit with at least 26 but not more than 100 plaintiffs (Sec. 51.317, Government Code) . . . \$100;  
(D) for a suit with at least 101 but not more than 500 plaintiffs (Sec. 51.317, Government Code) . . . \$125;  
(E) for a suit with at least 501 but not more than 1,000 plaintiffs (Sec. 51.317, Government Code) . . . \$150; or  
(F) for a suit with more than 1,000 plaintiffs (Sec. 51.317, Government Code) . . . \$200;

(5) for filing a cross-action, counterclaim, intervention, contempt action, motion for new trial, or third-party petition (Sec. 51.317, Government Code) . . . \$15;

(6) for issuing a citation or other writ or process not otherwise provided for, including one copy, when requested at the time a suit or action is filed (Sec. 51.317, Government Code) . . . \$8;

(7) for records management and preservation (Sec. 51.317, Government Code) . . . \$10;

(7-a) for district court records archiving, if adopted by the county commissioners court (Sec. 51.317(b)(5), Government Code) . . . not more than \$10 [5];

(8) for issuing a subpoena, including one copy (Sec. 51.318, Government Code) . . . \$8;

(9) for issuing a citation, commission for deposition, writ of execution, order of sale, writ of execution and order of sale, writ of injunction, writ of garnishment, writ of attachment, or writ of sequestration not provided for in Section 51.317, or any other writ or process not otherwise provided for, including one copy if required by law (Sec. 51.318, Government Code) . . . \$8;

(10) for searching files or records to locate a cause when the docket number is not provided (Sec. 51.318, Government Code) . . . \$5;

(11) for searching files or records to ascertain the existence of an instrument or record in the district clerk's office (Sec. 51.318, Government Code) . . . \$5;

(12) for abstracting a judgment (Sec. 51.318, Government Code) . . . \$8;

(13) for approving a bond (Sec. 51.318, Government Code) . . . \$4;

(14) for a certified copy of a record, judgment, order, pleading, or paper on file or of record in the district clerk's office, including certificate and seal, for each page or part of a page (Sec. 51.318, Government Code) . . . not to exceed \$1;

(15) for a noncertified copy, for each page or part of a page (Sec. 51.318, Government Code) . . . not to exceed \$1;

(16) fee for performing a service:  
(A) related to the matter of the estate of a deceased person (Sec. 51.319, Government Code) . . . the same fee allowed the county clerk for those services;

(B) related to the matter of a minor (Sec. 51.319, Government Code) . . . the same fee allowed the county clerk for the service;

(C) of serving process by certified or registered mail (Sec. 51.319, Government Code) . . . the same fee a sheriff or constable is authorized to charge for the service under Section 118.131, Local Government Code; and

(D) prescribed or authorized by law but for which no fee is set (Sec. 51.319, Government Code) . . . a reasonable fee;

(17) jury fee (Sec. 51.604, Government Code) . . . \$30;

(18) additional filing fee for family protection on filing a suit for dissolution of a marriage under Chapter 6, Family Code (Sec. 51.961, Government Code) . . . not to exceed \$15;

(19) at a hearing held by an associate judge in Dallas County, a court cost to preserve the record, in the absence of a court reporter, by other means (Sec. 54.509, Government Code) . . . as assessed by the referring court or associate judge; and

(20) at a hearing held by an associate judge in Duval County, a court cost to preserve the record (Sec. 54.1151, Government Code) . . . as imposed by the referring court or associate judge.

SECTION 1.04. Sections 118.011(b) and (f), Local Government Code, are amended to read as follows:

(b) The county clerk may set and collect the following fee from any person:

- (1) Returned Check (Sec. 118.0215) . . . . . not less than \$15 or more than \$30
- (2) Records Management and Preservation Fee (Sec. 118.0216) not more than \$10 [~~\$5~~]
- (3) Mental Health Background Check for License to Carry a Concealed Weapon (Sec. 118.0217) . . . . . not more than \$2

(f) The county clerk of a county shall, if the commissioners court of the county adopts the fee as part of the county's annual budget, collect the following fee from any person:

- Records Archive Fee (Sec. 118.025) . . . . . not more than \$10 [~~\$5~~]

SECTION 1.05. The changes in law made by this article apply only to a fee that becomes payable on or after September 1, 2013. A fee that becomes payable before September 1, 2013, is governed by the law in effect when the fee became payable, and the former law is continued in effect for that purpose.

SECTION 1.06. This article takes effect September 1, 2013.

ARTICLE 2. FEES EFFECTIVE SEPTEMBER 1, 2019

SECTION 2.01. Section 51.305(b), Government Code, is amended to read as follows:

(b) The commissioners court of a county may adopt a district court records archive fee of not more than \$5 for the filing of a suit, including an appeal from an inferior court, or a cross-action, counterclaim, intervention, contempt action, motion for new trial, or third-party petition, in a district court in the county as part of the county's annual budget. The fee must be set and itemized in the county's budget as part of the budget preparation process and must be approved in a public meeting. The fee is for preservation and restoration services performed in connection with maintaining a district court records archive.

SECTION 2.02. Section 51.317(b), Government Code, is amended to read as follows:

(b) The fees are:

- (1) except as provided by Subsection (b-1), for filing a suit, including an appeal from an inferior court, \$50;
- (2) for filing a cross-action, counterclaim, intervention, contempt action, motion for new trial, or third-party petition, \$15;
- (3) for issuing a citation or other writ or process not otherwise provided for, including one copy, when requested at the time a suit or action is filed, \$8;
- (4) for records management and preservation, \$10; and
- (5) in addition to the other fees imposed under this section, for filing a suit, including an appeal from an inferior court, or a cross-action, counterclaim, intervention, contempt action, motion for new trial, or third-party petition, the amount adopted by the county commissioners court, not to exceed \$5, for court records archiving.

SECTION 2.03. Section 101.0611, Government Code, is amended to read as follows:

Sec. 101.0611. DISTRICT COURT FEES AND COSTS: GOVERNMENT CODE. The clerk of a district court shall collect fees and costs under the Government Code as follows:

- (1) appellate judicial system filing fees for:
  - (A) First or Fourteenth Court of Appeals District (Sec. 22.2021, Government Code) . . . not more than \$5;
  - (B) Second Court of Appeals District (Sec. 22.2031, Government Code) . . . not more than \$5;
  - (C) Third Court of Appeals District (Sec. 22.2041, Government Code) . . . \$5;
  - (D) Fourth Court of Appeals District (Sec. 22.2051, Government Code) . . . not more than \$5;
  - (E) Fifth Court of Appeals District (Sec. 22.2061, Government Code) . . . not more than \$5;
  - (E-1) Sixth Court of Appeals District (Sec. 22.2071, Government Code) . . . \$5;
  - (E-2) Seventh Court of Appeals District (Sec. 22.2081, Government Code) . . . \$5;
  - (F) Ninth Court of Appeals District (Sec. 22.2101, Government Code) . . . \$5;
  - (G) Eleventh Court of Appeals District (Sec. 22.2121, Government Code) . . . \$5;
  - (G-1) Twelfth Court of Appeals District (Sec. 22.2131, Government Code) . . . \$5;

and

(H) Thirteenth Court of Appeals District (Sec. 22.2141, Government Code) . . . not more than \$5;

(2) when administering a case for the Rockwall County Court at Law (Sec. 25.2012, Government Code) . . . civil fees and court costs as if the case had been filed in district court;

(3) additional filing fees:

(A) for each suit filed for insurance contingency fund, if authorized by the county commissioners court (Sec. 51.302, Government Code) . . . not to exceed \$5;

(B) to fund the improvement of Dallas County civil court facilities, if authorized by the county commissioners court (Sec. 51.705, Government Code) . . . not more than \$15;

(B-1) to fund the improvement of Bexar County court facilities, if authorized by the county commissioners court (Sec. 51.706, Government Code) . . . not more than \$15;

(C) to fund the improvement of Hays County court facilities, if authorized by the county commissioners court (Sec. 51.707, Government Code) . . . not more than \$15; and

(D) to fund the preservation of court records (Sec. 51.708, Government Code) . . . not more than \$10;

(4) for filing a suit, including an appeal from an inferior court:

(A) for a suit with 10 or fewer plaintiffs (Sec. 51.317, Government Code) . . . \$50;

(B) for a suit with at least 11 but not more than 25 plaintiffs (Sec. 51.317, Government Code) . . . \$75;

(C) for a suit with at least 26 but not more than 100 plaintiffs (Sec. 51.317, Government Code) . . . \$100;

(D) for a suit with at least 101 but not more than 500 plaintiffs (Sec. 51.317, Government Code) . . . \$125;

(E) for a suit with at least 501 but not more than 1,000 plaintiffs (Sec. 51.317, Government Code) . . . \$150; or

(F) for a suit with more than 1,000 plaintiffs (Sec. 51.317, Government Code) . . . \$200;

(5) for filing a cross-action, counterclaim, intervention, contempt action, motion for new trial, or third-party petition (Sec. 51.317, Government Code) . . . \$15;

(6) for issuing a citation or other writ or process not otherwise provided for, including one copy, when requested at the time a suit or action is filed (Sec. 51.317, Government Code) . . . \$8;

(7) for records management and preservation (Sec. 51.317, Government Code) . . . \$10;

(7-a) for district court records archiving, if adopted by the county commissioners court (Sec. 51.317(b)(5), Government Code) . . . not more than \$5;

(8) for issuing a subpoena, including one copy (Sec. 51.318, Government Code) . . . \$8;

(9) for issuing a citation, commission for deposition, writ of execution, order of sale, writ of execution and order of sale, writ of injunction, writ of garnishment, writ of attachment, or writ of sequestration not provided for in Section 51.317, or any other writ or process not otherwise provided for, including one copy if required by law (Sec. 51.318, Government Code) . . . \$8;

(10) for searching files or records to locate a cause when the docket number is not provided (Sec. 51.318, Government Code) . . . \$5;

(11) for searching files or records to ascertain the existence of an instrument or record in the district clerk's office (Sec. 51.318, Government Code) . . . \$5;

(12) for abstracting a judgment (Sec. 51.318, Government Code) . . . \$8;

(13) for approving a bond (Sec. 51.318, Government Code) . . . \$4;

(14) for a certified copy of a record, judgment, order, pleading, or paper on file or of record in the district clerk's office, including certificate and seal, for each page or part of a page (Sec. 51.318, Government Code) . . . not to exceed \$1;

(15) for a noncertified copy, for each page or part of a page (Sec. 51.318, Government Code) . . . not to exceed \$1;

(16) fee for performing a service:

(A) related to the matter of the estate of a deceased person (Sec. 51.319, Government Code) . . . the same fee allowed the county clerk for those services;

(B) related to the matter of a minor (Sec. 51.319, Government Code) . . . the same fee allowed the county clerk for the service;

(C) of serving process by certified or registered mail (Sec. 51.319, Government Code) . . . the same fee a sheriff or constable is authorized to charge for the service under Section 118.131, Local Government Code; and

(D) prescribed or authorized by law but for which no fee is set (Sec. 51.319, Government Code) . . . a reasonable fee;

(17) jury fee (Sec. 51.604, Government Code) . . . \$30;

(18) additional filing fee for family protection on filing a suit for dissolution of a marriage under Chapter 6, Family Code (Sec. 51.961, Government Code) . . . not to exceed \$15;

(19) at a hearing held by an associate judge in Dallas County, a court cost to preserve the record, in the absence of a court reporter, by other means (Sec. 54.509, Government Code) . . . as assessed by the referring court or associate judge; and

(20) at a hearing held by an associate judge in Duval County, a court cost to preserve the record (Sec. 54.1151, Government Code) . . . as imposed by the referring court or associate judge.

SECTION 2.04. Sections 118.011(b) and (f), Local Government Code, are amended to read as follows:

(b) The county clerk may set and collect the following fee from any person:

(1) Returned Check (Sec. 118.0215) . . . . . not less than \$15 or more than \$30

(2) Records Management and Preservation Fee (Sec. 118.0216) . . . . . not more than \$5

(3) Mental Health Background Check for License to Carry a Concealed Weapon (Sec. 118.0217) . . . . . not more than \$2

(f) The county clerk of a county shall, if the commissioners court of the county adopts the fee as part of the county's annual budget, collect the following fee from any person:

Records Archive Fee (Sec. 118.025) . . . . . not more than \$5

SECTION 2.05. The changes in law made by this article apply only to a fee that becomes payable on or after September 1, 2019. A fee that becomes payable before September 1, 2019, is governed by the law in effect when the fee became payable, and the former law is continued in effect for that purpose.

SECTION 2.06. This article takes effect September 1, 2019.

ARTICLE 3. CONFLICT WITH OTHER LEGISLATION

SECTION 3.01. To the extent of any conflict, this Act prevails over another Act of the 83rd Legislature, Regular Session, 2013, relating to nonsubstantive additions to and corrections in enacted codes.

\_\_\_\_\_  
President of the Senate

\_\_\_\_\_  
Speaker of the House

I certify that H.B. No. 1513 was passed by the House on April 12, 2013, by the following vote: Yeas 131, Nays 3, 1 present, not voting; and that the House concurred in Senate amendments to H.B. No. 1513 on May 23, 2013, by the following vote: Yeas 143, Nays 1, 2 present, not voting.

\_\_\_\_\_  
Chief Clerk of the House

I certify that H.B. No. 1513 was passed by the Senate, with amendments, on May 21, 2013, by the following vote: Yeas 27, Nays 3.

\_\_\_\_\_  
Secretary of the Senate

APPROVED: \_\_\_\_\_  
Date

\_\_\_\_\_  
Governor

**Commissioners Court - Regular Session**

**31.**

**Meeting Date:** 10/04/2016

FY 2017 Indigent Defense Grant Program Resolution

**Submitted For:** Julie Kiley

**Submitted By:** Lisa Moore, County Auditor

**Department:** County Auditor

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action on approving the FY 2017 Williamson County Resolution for the Indigent Defense Grant Program.

**Background**

Funding period is October 1, 2016 through September 30, 2017. Approval of the Resolution by Commissioners' Court is required for eligibility. The signed Resolution is due for submission to the Texas Indigent Defense Commission by November 15, 2016.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

[FY 17 Indigent Defense Grant Program Resolution](#)

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**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Lisa Moore

Final Approval Date: 09/28/2016

**Reviewed By**

Wendy Coco

**Date**

09/28/2016 03:42 PM

Started On: 09/20/2016 06:52 AM

**2017 Williamson County Resolution  
Indigent Defense Grant Program**

WHEREAS, under the provisions of the Texas Government Code Section 79.037 and Texas Administrative Code Chapter 173, counties are eligible to receive grants from the Texas Indigent Defense Commission to provide improvements in indigent defense services in the county; and

WHEREAS, this grant program will assist the county in the implementation and the improvement of the indigent criminal defense services in this county; and

WHEREAS, Williamson County Commissioners Court has agreed that in the event of loss or misuse of the funds, Williamson County Commissioners assures that the funds will be returned in full to the Texas Indigent Defense Commission.

NOW THEREFORE, BE IT RESOLVED and ordered that the County Judge of this county is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Indigent Defense Formula Grant Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that the County Auditor is designated as the Financial Officer for this grant.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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Dan A. Gattis  
County Judge

Attest:

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County Clerk

**Commissioners Court - Regular Session**

**32.**

**Meeting Date:** 10/04/2016

EMTS education affiliation agreement term renewal

**Submitted For:** Kenny Schnell

**Submitted By:** Kenny Schnell, EMS

**Department:** EMS

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on approving the renewal of the education affiliation agreement between Williamson County EMS and Emergency Management Training and Services.

**Background**

This is renewal of the ALS & BLS education affiliation agreement with Emergency Management Training and Services (EMTS) as it exists today with the new term of January 2017 through December 2018.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

[EMTS ALS Agreement](#)

[EMTS BLS Agreement](#)

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Kenny Schnell

Final Approval Date: 09/21/2016

**Reviewed By**

Wendy Coco

**Date**

09/21/2016 10:34 AM

Started On: 09/20/2016 01:56 PM

**ALS EDUCATION AFFILIATION AGREEMENT  
FOR  
EMERGENCY MEDICAL PRECEPTOR PROGRAM BETWEEN  
  
WILLIAMSON COUNTY EMERGENCY MEDICAL SERVICES  
AND  
EMTS ACADEMY AND ST. DAVID'S ROUND ROCK MEDICAL CENTER PARAMEDIC PROGRAM  
CONSORTIUM**

This Agreement is between Williamson County Emergency Medical Services (hereinafter referred to as "COUNTY") and EMTS Academy and St. David's Round Rock Medical Center Paramedic Program Consortium (hereinafter referred to as "EMTS").

**RECITALS:**

EMTS provides courses of study in emergency medical services to students enrolled in its Paramedic program of study.

EMTS desires program components that will provide to the students clinical experience as part of their educational instruction.

COUNTY, through its Emergency Medical Services Department, has facilities that can provide a clinical setting for educational instruction and is willing to make available the use of its facilities to EMTS for its Emergency Medical Technician program of study.

COUNTY and EMTS desire to enter into this Educational Affiliation Agreement in accordance with the terms stated below:

**TERMS:**

**RESPONSIBILITIES OF EMTS**

1. EMTS shall be responsible for the selection of students and their supervised instruction and grading. Students shall have satisfactorily completed curriculum prerequisites for participation in the internships or rotations.
2. EMTS instructors shall possess current and appropriate professional credentials or certifications and EMTS shall be responsible for the coordination and implementation of the program of study.
3. Services rendered by EMTS instructors and students shall be without charge to COUNTY. EMTS instructors and students shall not be responsible for the quality of patient or client care.
4. Neither EMTS instructors nor students shall be deemed to be COUNTY employees, nor shall they be entitled to any COUNTY benefits, compensation or workers compensation benefits.
5. EMTS shall annually provide COUNTY with anticipated enrollments for courses intending to provide clinical internships or experience through this Agreement. The number of students and the schedule of use of COUNTY's facilities shall be subject to annual, mutual approval.
6. EMTS shall provide COUNTY with a list of students authorized to participate in the clinical instruction facilitated under this Agreement. EMTS shall promptly inform COUNTY in writing of any student withdrawing from the course or otherwise unqualified to continue the internship or clinical experience made available under this Agreement.

7. EMTS shall require all instructors and students to abide by all applicable policies, regulations and laws governing the facility or its work environment. EMTS shall withdraw authorization for participation under this Agreement for any instructor or student found to have committed a violation of applicable policies, regulations or laws, or determined by COUNTY to be unqualified to continue in the program.

8. During the term of this Agreement, EMTS shall maintain a professional liability insurance policy with a limit of liability of not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate that covers the activities of EMTS'S students, employees and faculty under this Agreement. EMTS shall ensure that each current student, employee and faculty member is individually insured under such policy in the above-stated amounts, and shall provide COUNTY with a proof of such insurance coverage each year, and at other times upon request. EMTS agrees to require each student to be covered by or to carry accident insurance for injury while enrolled in the program, and to ensure that each employee or faculty member is covered by worker's compensation insurance while participating in the program. No student or faculty member shall be permitted to participate in the program until such insurance coverage has been verified to the satisfaction of COUNTY.

9. EMTS agrees to secure a release of liability form from each student and faculty member who will participate in the program in a form acceptable to COUNTY.

#### RESPONSIBILITIES OF COUNTY

10. COUNTY shall, on a space available basis, the use of designated facilities to provide a clinical education to participating students. COUNTY agrees to provide evaluations for student course-work done on forms provided by EMTS.

11. COUNTY shall provide an orientation session to inform students and EMTS staff about the rules, regulations, policies and procedures of the facilities.

12. COUNTY agrees to provide, on a space-available basis, the use of conference rooms, classrooms, lounges and lockers to the instructors and the students.

13. COUNTY shall notify EMTS of any change of any accreditation or status concerning a facility and affecting internship or course requirements for clinical experience at an EMTS credited facility. Representatives of EMTS crediting agency for EMTS shall be permitted to conduct inspections for purposes relating to EMTS's accreditation.

14. COUNTY shall cooperate with EMTS in matters relating to academic performance and student conduct relating to course work performed under this Agreement.

15. Unless prohibited or restricted by law, COUNTY shall timely notify an instructor or student of any instance in which a facility employee has been exposed to blood-borne or airborne pathogens and the student or instructor may have been exposed in the same instance. Notification shall be provided in a time frame sufficient to allow the student or faculty member to seek appropriate treatment for potential exposure.

16. COUNTY shall obtain and maintain all licenses required for its participating facilities and shall assure that COUNTY personnel are appropriately licensed.

17. In the event emergency care is required for an EMTS student or faculty member, it shall be provided in the same manner that emergency care is provided to COUNTY employees and the general public. Emergency care provided by COUNTY shall be at the expense of the student or faculty member.

## MUTUAL RESPONSIBILITIES

18. The Parties agree to designate a liaison for each program to do the following:
- A. Meet annually, or more often as needed, to schedule use of the facilities;
  - B. Meet on a per semester basis to set the number of students allowed to participate;
  - C. Design and approve curriculum assignments as they *affect* the operation of the facility and as affected by EMTS crediting standards;
  - D. Meet to review protocols, policies and rules and regulations concerning the operation of the facility and its use under this Agreement;
  - E. Meet annually to evaluate changes or amendments to this Agreement or the performance of the Agreement.

19. In the event any claim or demand is made on one of the Parties for actions relating or authorized by this Agreement, the other party shall be notified of such claim or demand in writing within five business (Monday-Friday) days. COUNTY shall not be liable for any claims, damages or attorney's fees arising from the negligent acts or omissions of EMTS, its employees, agents or students under this Agreement. EMTS shall not be liable for any claims, damages or attorney's fees arising from the negligent acts or omissions of COUNTY or its employees under this Agreement.

20. Notices shall be in writing and shall be effective when received. Notices shall be delivered in person or by certified mail, return receipt requested, to the following addresses:

Kenny Schnell  
WCEMS Director  
PO Box 873  
Georgetown, TX 7827  
512-943-1264

And

Matt Nealand  
EMTS Academy and St. David's Round Rock  
Medical Center Paramedic Program Consortium  
16238 RR 620 N  
Suite F-185  
Austin, TX 78717

## ADDITIONAL TERMS

21. Compensation benefits for this Agreement shall include \$1.75/hour per ALS student to be paid by EMTS to the COUNTY. Compensation shall be paid to COUNTY within thirty (30) days from the date of the COUNTY'S invoice for payment.

22. EMTS acknowledges that COUNTY is a hybrid entity under the privacy regulations of the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA Privacy Rule"). COUNTY has designated its Emergency Medical Services Department as a health care component, as defined in HIPAA, and the Department is therefore required to comply with the HIPAA Privacy Rule. This compliance includes obtaining written contractual assurances from EMTS that EMTS, its employees and agents will protect all individually identifiable health information they may access or use under this Agreement in accordance with the terms of the HIPAA Business Associate Agreement, which is hereby attached to and made a part of this Agreement, for all purposes, as Exhibit "C".

23. The parties agree that COUNTY shall at all times maintain the right to terminate a student's participation in the program if COUNTY, in its sole discretion, determines that the student's continued participation would be disruptive to the program or the operations of the facility, or would pose a danger.

24. EMTS instructors and students shall maintain confidential all records and information concerning patients treated or attended to in COUNTY's facilities. Each EMTS instructor and student involved in medical or EMS programs shall be required to sign a confidentiality agreement regarding records and information about patients treated or attended by COUNTY employees.
25. Failure of either party to exercise any right or privilege granted by this Agreement shall not operate to waive such right or privilege in the event of subsequent defaults or assertions of right. Neither party waives nor shall be deemed to have waived any immunity or defense that would otherwise be available to it against claims arising under the performance of this Agreement.
26. The provisions of this Agreement shall be severable in the event any provision is declared invalid, illegal or unenforceable.
27. Either party may terminate this Agreement without cause upon 90 days written notice to the other party. In addition, COUNTY shall have the right to terminate the Agreement immediately in the event the facility becomes inoperable for any reason or COUNTY no longer controls a program.
28. Either Party may terminate this Agreement if the other breaches the Agreement and fails to cure such breach within 15 days of receiving notice of breach. If more than 15 days are required to cure the breach, the Parties may agree to an extension of the cure period in writing.
29. This agreement is effective when all parties have executed it. The term of the Agreement is from January 1, 2017 through December 31, 2018 unless this Agreement is otherwise terminated pursuant to the termination provision contained in Article 27 of this Agreement. All services shall be completed during this term. This Agreement may be reviewed annually by agreement of both parties via written instrument and subject to required approvals. There is no right or expectation of renewal and any renewal will be determined at the discretion of both Parties.
30. Nothing in this Agreement shall be construed to confer third party rights or to constitute a waiver of any governmental immunity of the parties.
31. This Agreement constitutes the entire agreement between the Parties and any prior or contemporaneous agreements, written or oral, are hereby superseded and of no further effect.
32. The laws of the State of Texas shall govern the validity, interpretation and enforcement of this Agreement, and venue for any dispute or cause of action shall be in Williamson County, Texas.
33. The Parties will comply with applicable federal, state and local laws, ordinances and regulations in the performance of this Agreement.
34. The performance of this Agreement shall be undertaken in a manner that does not discriminate against any person on a basis prohibited by law, including but not limited to race, color, national origin, religion, sex, age, veteran status or disability.

35. Notwithstanding any other provision of this Agreement, a COUNTY department may suspend participation in this Agreement due to space needs, staff training needs, budgetary issues or other urgent considerations. In the event of suspension, COUNTY shall give EMTS written notification stating the date of suspension and the date on which participation is anticipated to resume.

**Williamson County:**

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Kenny Schnell  
WCEMS Director

---

Date

**Emergency Management Training and Services:**

---

*Matt Nealand*

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*9/9/16*

Matt Nealand  
Program Director  
EMTS Academy and St. David's Round Rock  
Medical Center Paramedic Program Consortium  
16238 RR 620 N  
Suite #F-185  
Austin, Texas 78717

**ATTACHMENT A**

**RELEASE OF LIABILITY**

In consideration of the educational benefits extended to me by Williamson County Emergency Medical Services Department in making available its facilities for clinical course instruction as part of EMTS course regarding emergency medical service training, I hereby release and hold harmless Williamson County, its employees and agents from any claim, cause of action or injury that may result during my participation in a Williamson County program due to the negligence of Williamson County, its employees or agents.

Student's signature: \_\_\_\_\_

Printed Name \_\_\_\_\_

Date: \_\_\_\_\_

**BLS EDUCATION AFFILIATION AGREEMENT  
FOR  
EMERGENCY MEDICAL PRECEPTOR PROGRAM BETWEEN  
WILLIAMSON COUNTY EMERGENCY MEDICAL SERVICES  
AND  
EMERGENCY MANAGEMENT TRAINING AND SERVICES**

This Agreement is between Williamson County Emergency Medical Services (hereinafter referred to as "COUNTY") and Emergency Management Training and Services (hereinafter referred to as "EMTS").

**RECITALS:**

EMTS provides courses of study in emergency medical services to students enrolled in its Emergency Medical Technician-Basic program of study.

EMTS desires program components that will provide to the students clinical experience as part of their educational instruction.

COUNTY, through its Emergency Medical Services Department, has facilities that can provide a clinical setting for educational instruction and is willing to make available the use of its facilities to EMTS for its Emergency Medical Technician program of study.

COUNTY and EMTS desire to enter into this Educational Affiliation Agreement in accordance with the terms stated below:

**TERMS:**

**RESPONSIBILITIES OF EMTS**

1. EMTS shall be responsible for the selection of students and their supervised instruction and grading. Students shall have satisfactorily completed curriculum prerequisites for participation in the internships or rotations.
2. EMTS instructors shall possess current and appropriate professional credentials or certifications and EMTS shall be responsible for the coordination and implementation of the program of study.
3. Services rendered by EMTS instructors and students shall be without charge to COUNTY. EMTS instructors and students shall not be responsible for the quality of patient or client care.
4. Neither EMTS instructors nor students shall be deemed to be COUNTY employees, nor shall they be entitled to any COUNTY benefits, compensation or workers compensation benefits.
5. EMTS shall annually provide COUNTY with anticipated enrollments for courses intending to provide clinical internships or experience through this Agreement. The number of students and the schedule of use of COUNTY's facilities shall be subject to annual, mutual approval.
6. EMTS shall provide COUNTY with a list of students authorized to participate in the clinical instruction facilitated under this Agreement. EMTS shall promptly inform COUNTY in writing of any student withdrawing from the course or otherwise unqualified to continue the internship or clinical experience made available under this Agreement.

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8. During the term of this Agreement, EMTS shall maintain a professional liability insurance policy with a limit of liability of not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate that covers the activities of EMTS'S students, employees and faculty under this Agreement. EMTS shall ensure that each current student, employee and faculty member is individually insured under such policy in the above-stated amounts, and shall provide COUNTY with a proof of such insurance coverage each year, and at other times upon request. EMTS agrees to require each student to be covered by or to carry accident insurance for injury while enrolled in the program, and to ensure that each employee or faculty member is covered by worker's compensation insurance while participating in the program. No student or faculty member shall be permitted to participate in the program until such insurance coverage has been verified to the satisfaction of COUNTY.

9. EMTS agrees to secure a release of liability form from each student and faculty member who will participate in the program in a form acceptable to COUNTY.

#### RESPONSIBILITIES OF COUNTY

10. COUNTY shall, on a space available basis, the use of designated facilities to provide a clinical education to participating students. COUNTY agrees to provide evaluations for student course-work done on forms provided by EMTS.

11. COUNTY shall provide an orientation session to inform students and EMTS staff about the rules, regulations, policies and procedures of the facilities.

12. COUNTY agrees to provide, on a space-available basis, the use of conference rooms, classrooms, lounges and lockers to the instructors and the students.

13. COUNTY shall notify EMTS of any change of any accreditation or status concerning a facility and affecting internship or course requirements for clinical experience at an EMTS credited facility. Representatives of EMTS crediting agency for EMTS shall be permitted to conduct inspections for purposes relating to EMTS'S accreditation.

14. COUNTY shall cooperate with EMTS in matters relating to academic performance and student conduct relating to course work performed under this Agreement.

15. Unless prohibited or restricted by law, COUNTY shall timely notify an instructor or student of any instance in which a facility employee has been exposed to blood-borne or airborne pathogens and the student or instructor may have been exposed in the same instance. Notification shall be provided in a time frame sufficient to allow the student or faculty member to seek appropriate treatment for potential exposure.

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17. In the event emergency care is required for an EMTS student or faculty member, it shall be provided in the same manner that emergency care is provided to COUNTY employees and the general public. Emergency care provided by COUNTY shall be at the expense of the student or faculty member.

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- B. Meet on a per semester basis to set the number of students allowed to participate;
- C. Design and approve curriculum assignments as they *affect* the operation of the facility and as affected by EMTS crediting standards;
- D. Meet to review protocols, policies and rules and regulations concerning the operation of the facility and its use under this Agreement;
- E. Meet annually to evaluate changes or amendments to this Agreement or the performance of the Agreement.

19. In the event any claim or demand is made on one of the Parties for actions relating or authorized by this Agreement, the other party shall be notified of such claim or demand in writing within five business (Monday-Friday) days. COUNTY shall not be liable for any claims, damages or attorney's fees arising from the negligent acts or omissions of EMTS, its employees, agents or students under this Agreement. EMTS shall not be liable for any claims, damages or attorney's fees arising from the negligent acts or omissions of COUNTY or its employees under this Agreement.

20. Notices shall be in writing and shall be effective when received. Notices shall be delivered in person or by certified mail, return receipt requested, to the following addresses:

Kenny Schnell  
WCEMS Director  
PO Box 873  
Georgetown, TX 7827  
512-943-1264

And

Matt Nealand  
Emergency  
Management  
Training and  
Services  
16238 RR 620 N  
Suite F-185  
Austin, TX 78717

## ADDITIONAL TERMS

21. Compensation benefits for this Agreement shall include \$40.00 total per EMT student to be paid by EMTS to the COUNTY. Compensation shall be paid to COUNTY within thirty (30) days from the date of the COUNTY'S invoice for payment.

22. EMTS acknowledges that COUNTY is a hybrid entity under the privacy regulations of the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA Privacy Rule"). COUNTY has designated its Emergency Medical Services Department as a health care component, as defined in HIPAA, and the Department is therefore required to comply with the HIPAA Privacy Rule. This compliance includes obtaining written contractual assurances from EMTS that EMTS, its employees and agents will protect all individually identifiable health information they may access or use under this Agreement in accordance with the terms of the HIPAA Business Associate Agreement, which is hereby attached to and made a part of this Agreement, for all purposes, as Exhibit "C".

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24. EMTS instructors and students shall maintain confidential all records and information concerning patients treated or attended to in COUNTY's facilities. Each EMTS instructor and student involved in medical or EMS programs shall be required to sign a confidentiality agreement regarding records and information about patients treated or attended by COUNTY employees.
25. Failure of either party to exercise any right or privilege granted by this Agreement shall not operate to waive such right or privilege in the event of subsequent defaults or assertions of right. Neither party waives nor shall be deemed to have waived any immunity or defense that would otherwise be available to it against claims arising under the performance of this Agreement.
26. The provisions of this Agreement shall be severable in the event any provision is declared invalid, illegal or unenforceable.
27. Either party may terminate this Agreement without cause upon 90 days written notice to the other party. In addition, COUNTY shall have the right to terminate the Agreement immediately in the event the facility becomes inoperable for any reason or COUNTY no longer controls a program.
28. Either Party may terminate this Agreement if the other breaches the Agreement and fails to cure such breach within 15 days of receiving notice of breach. If more than 15 days are required to cure the breach, the Parties may agree to an extension of the cure period in writing.
29. This agreement is effective when all parties have executed it. The term of the Agreement is from January 1, 2017 through December 31, 2018 unless this Agreement is otherwise terminated pursuant to the termination provision contained in Article 27 of this Agreement. All services shall be completed during this term. This Agreement may be reviewed annually by agreement of both parties via written instrument and subject to required approvals. There is no right or expectation of renewal and any renewal will be determined at the discretion of both Parties.
30. Nothing in this Agreement shall be construed to confer third party rights or to constitute a waiver of any governmental immunity of the parties.
31. This Agreement constitutes the entire agreement between the Parties and any prior or contemporaneous agreements, written or oral, are hereby superseded and of no further effect.
32. The laws of the State of Texas shall govern the validity, interpretation and enforcement of this Agreement, and venue for any dispute or cause of action shall be in Williamson County, Texas.
33. The Parties will comply with applicable federal, state and local laws, ordinances and regulations in the performance of this Agreement.
34. The performance of this Agreement shall be undertaken in a manner that does not discriminate against any person on a basis prohibited by law, including but not limited to race, color, national origin, religion, sex, age, veteran status or disability.

35. Notwithstanding any other provision of this Agreement, a COUNTY department may suspend participation in this Agreement due to space needs, staff training needs, budgetary issues or other urgent considerations. In the event of suspension, COUNTY shall give EMTS written notification stating the date of suspension and the date on which participation is anticipated to resume.

**Williamson County:**

---

Kenny Schnell  
WCEMS Director

---

Date

**Emergency Management Training and Services:**

---

*Matt Nealand*

---

*9/9/16*  
Date

Matt Nealand  
Program Director  
Emergency Management Training and Services  
16238 RR 620 N  
Suite #F-185  
Austin, Texas 78717

**ATTACHMENT A**

**RELEASE OF LIABILITY**

In consideration of the educational benefits extended to me by Williamson County Emergency Medical Services Department in making available its facilities for clinical course instruction as part of EMTS course regarding emergency medical service training, I hereby release and hold harmless Williamson County, its employees and agents from any claim, cause of action or injury that may result during my participation in a Williamson County program due to the negligence of Williamson County, its employees or agents.

Student's signature: \_\_\_\_\_

Printed Name

Date:

**Commissioners Court - Regular Session**

**33.**

**Meeting Date:** 10/04/2016

Williamson County Benefits Committee Members Term Extensions

**Submitted For:** Tara Raymore

**Submitted By:** Shelley Loughrey, Human Resources

**Department:** Human Resources

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action on approving a 2 year extension beginning January 1, 2017 through December 31, 2018 for James Carmona and Terron Evertson as members of the Williamson County Employee Benefits Committee.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

*No file(s) attached.*

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**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Shelley Loughrey

Final Approval Date: 09/29/2016

**Reviewed By**

Wendy Coco

**Date**

09/29/2016 10:17 AM

Started On: 09/29/2016 09:57 AM

**Commissioners Court - Regular Session**

**34.**

**Meeting Date:** 10/04/2016

Williamson County Employee Benefit Deductions

**Submitted For:** Tara Raymore

**Submitted By:** Shelley Loughrey, Human Resources

**Department:** Human Resources

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action on approving a change in employee benefit deductions from 26 pay periods to 24 pay periods and the application of premiums changed from the end of the pay period to the month prior to coverage.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

*No file(s) attached.*

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**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Shelley Loughrey

Final Approval Date: 09/29/2016

**Reviewed By**

Wendy Coco

**Date**

09/29/2016 10:17 AM

Started On: 09/29/2016 09:59 AM

**Commissioners Court - Regular Session****35.****Meeting Date:** 10/04/2016

Juvenile Services P/T Position

**Submitted By:** Tara Raymore, Human Resources**Department:** Juvenile Services**Agenda Category:** Regular Agenda Items**Information****Agenda Item**

Discuss, consider and take appropriate action on creating a P/T Case Manager position for Juvenile Services.

**Background**

Funding for this position is currently in professional services, it has been determined that this function should be a P/T position and not contract labor.

**Fiscal Impact**

<b>From/To</b>	<b>Acct No.</b>	<b>Description</b>	<b>Amount</b>
From	01000576004100	Professional Services	14000
To	01000576001101	Salaries P/T	11568.34
To	01000576002010	FICA	884.98
To	01000576002020	Retirement	1546.68

**Attachments***No file(s) attached.***Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Tara Raymore

Final Approval Date: 09/29/2016

**Reviewed By**

Wendy Coco

**Date**

09/29/2016 02:16 PM

Started On: 09/29/2016 11:31 AM

**Commissioners Court - Regular Session**

**36.**

**Meeting Date:** 10/04/2016

911 Database Interlocal Agreement

**Submitted By:** Richard Semple, Information Technology

**Department:** Information Technology

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on the Interlocal Contract for Next Generation 9-1-1 Database Program for FY 2017 with the Capital Area Emergency Communications District.

**Background**

This is the annual contract with the CAECD that helps fund the 911 Addressing team.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

[ILA](#)

[Attachment A](#)

[Attachment B](#)

[Jurisdiction](#)

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Richard Semple

Final Approval Date: 09/28/2016

**Reviewed By**

Wendy Coco

**Date**

09/28/2016 03:42 PM

Started On: 09/28/2016 10:15 AM

**CAPITAL AREA EMERGENCY COMMUNICATIONS DISTRICT**  
**INTERLOCAL CONTRACT FOR NEXT GENERATION**  
**9-1-1 DATABASE PROGRAM**

**Section 1. Parties and Purpose**

1.1. The Capital Area Emergency Communications District (“CAECD”) is a regional emergency communications district and political subdivision of the State of Texas organized and operating under Chapter 772, Subchapter G of the Health & Safety Code, as amended. CAECD has developed an *annual budget* to operate and maintain Next Generation 9-1-1 emergency communications service within the District.

1.2. **Williamson** County ("County") is a Texas County that has agreed to participate in the District as authorized by Chapter 772 of the Health and Safety Code.

1.3. This contract is entered into between CAECD and County under Chapter 791 of the Government Code so that County can participate with CAECD in implementing the Next Generation 9-1-1 emergency communications system in the district.

**Section 2. Goods and Services**

2.1. County agrees to coordinate implementation and collection of the Geographic Information System (GIS) data on a countywide basis in accordance with the standards adopted for the Capital Area Council of Governments (CAPCOG) GIS Program. Specifically, County agrees to:

(1) Coordinate 9-1-1 GIS activities within the County and municipalities in the County to develop and enhance the 9-1-1 GIS coverage required by MappedALI and the *CAPCOG NG9-1-1 Transitional GIS Data Requirements*, Attachment B, to this contract. The County must develop, compile and maintain current, seamless countywide coverage for street centerlines, address points, ESNs, city limits and common places in both the incorporated and unincorporated areas of the County.

(2) Provide to CAPCOG GIS mapping files described in Section 2.1(1) with (i) 100% complete attribution for all map graphics following the *CAPCOG NG9-1-1 Transitional GIS Data Requirements*, Attachment B, (ii) street centerline graphics spatially accurate to within + or – 10 feet of CAPCOG-provided aerial photography of the road beds, drawn or pointing in the correct direction for the corresponding address range, and “snapped” to county boundary intersection points provided by CAPCOG; (iii) addressed structure center point graphics spatially accurate to within + or – 25 feet of CAPCOG-provided aerial photography of the structures; (iv) ESN graphics spatially accurate to within + or – 50 feet of their true location with no gaps or overlaps between ESN boundaries, ESN and county boundaries, and ESN and city limit boundaries; (v) city-limit line graphics spatially accurate to within + or – 50 feet of their true location with no gaps or overlaps among or between city limit boundaries, ESN and city limit boundaries, and city limit and county

boundaries; and (vi) common place point graphics spatially accurate to within + or – 50 feet of their location as located on the CAPCOG provided aerial photography.

(3) Enter into contracts for joint data development and information sharing among the County, cities, central appraisal district, and other public entities and private interests located within the County so as to enhance the effectiveness of emergency service delivery related to 9-1-1 GIS coverage. If the County is unable to acquire any required MappedALI GIS data, as described in Section 2.1(1), from one of the entities listed above, then County must develop it independently.

(4) Track County commissioners court and city council meetings that relate to development and improvement of GIS implementation for emergency services delivery. If an issue arises where either the County commissioners court or city council takes a course of action that would interfere with or be inconsistent with the data development and maintenance procedures followed by the County, the County must notify CAECD in writing within two business days in order to facilitate the development of an appropriate response.

(5) Resolve conflicts and problems related to the 9-1-1 GIS data maintained by County. If any issue regarding the GIS data arises which the County cannot resolve on its own, the County must contact CAECD within two business days in order to determine the best course of action to resolve the issue.

(6) Submit by the first day of each month to CAPCOG's GIS Department a copy of updated GIS mapping files for street centerlines, address points, ESNs, city-limit boundaries, and common places. All files submitted to CAPCOG must be in ESRI shapefile or geodatabase format, must encompass a CAPCOG-approved selection polygon area (see Attachment C, Jurisdictional Polygon), must lie within the 2006 TNRIS Stratmap county line extent provided by CAPCOG, and must be in the projection 'State Plane – Texas Central' 'NAD83,' working units of 'Feet.' CAPCOG agrees to push the updated mapping files to the mapping servers providing data to the Public Safety Answering Points (PSAPs) within 48 hours once all of the participating shapefiles and geodatabases have passed CAPCOG's Quality Assurance/Quality Control testing and they are deemed to be accurate. Any shapefiles or geodatabases not prescribing to the *CAPCOG NG9-1-1 Transitional GIS Data Requirements*, Attachment B will be returned to the County for correction and may result in postponing the updated mapping until the shapefiles or geodatabases are deemed accurate.

(7) Maintain the automatic location information (ALI) database (also called the 9-1-1 database) for the County area. This includes, but is not limited to, correcting telephone number (TN) database errors; maintenance and quality control of an accurate 9-1-1 call location map; and providing Master Street Address Guide (MSAG) updates and corrections to the database vendor.

(8) At a minimum, back up monthly on computer media all critical 9-1-1 GIS mapping files, coverages and related data (street centerlines, address points, ESNs, city limits and common places files) and store the backup data in a secure place.

(9) Protect the confidentiality of the 9-1-1 database and of information furnished by telecommunications providers, and notify CAPCOG's Emergency Communications Department in

writing within two business days of the receipt of a request for addressing database or information made under the Texas Public Information Act.

(10) Include metadata, in the authorized CAPCOG format, for all distributed data. All data and derivative products such as maps must include the standard CAPCOG data disclaimer.

(11) Resolve any discrepancies between GIS layer databases and the MSAG database, as determined necessary by CAECD through its regular validation testing, in a timely fashion. Upon correction of any identified errors, resubmit the revised GIS data layers to CAPCOG in a timely fashion.

(12) Resolve any discrepancies between GIS layer databases and the information displayed at the PSAP as reported by a call taker, in a timely fashion

### **Section 3. Cooperative Purchasing**

3.1. County may request CAECD to purchase on County's behalf, but no more often than quarterly, the 9-1-1 equipment CAECD has authorized County to purchase. County agrees to request the purchase in accordance with CAECD's *9-1-1 Policies and Procedures Manual*, as amended.

3.2. If CAECD purchases 9-1-1 equipment for County, County agrees that CAECD may deduct the cost of the 9-1-1 equipment purchased from the contract price otherwise payable to County under Section 5.

### **Section 4. Effective Date and Term of Contract**

4.1. This contract takes effect on October 1, 2016 and it ends, unless terminated early under Section 11, on September 30, 2017.

### **Section 5. Contract Price and Payment Terms**

5.1. CAECD agrees to compensate County in the total amount of not to exceed **\$309,890** for its performance of this contract.

5.2. County agrees to request reimbursement, but not more often than quarterly, for all allowable costs paid or incurred under this contract by completing the CAECD Quarterly GIS/Database Manager Financial Report, Attachment A to this contract, and submitting it to CAECD. "Allowable costs" are defined in "Cost Principles for State and Local Governments and Other Affected Entities," chapter II of the *Uniform Grant Management Standards* (Governor's Office of Budget and Planning).

5.3. CAECD agrees to pay County the reimbursement requested within 30 calendar days after receiving the correct and complete CAECD Quarterly GIS/Database Manager Financial Report.

5.4. If County made expenditures under this contract in violation of applicable law or policy described in Section 7, County agrees to repay the reimbursement for those expenditures to CAECD within 60 calendar days from the date CAECD notifies County of the repayment amount due and the reason repayment is required. If County does not repay the reimbursement when required, CAECD may refuse to purchase 9-1-1 equipment on County's behalf and may withhold all or part of the unpaid reimbursement from County's future entitlement to reimbursement under this or future interlocal contracts between the parties for implementation of the enhanced 9-1-1 database program.

5.5. (a) Before the 60-day repayment period expires, County may appeal in writing to CAECD its determination that County repay the reimbursement, explaining why it believes the determination is wrong, or County may request CAECD in writing to extend the 60-day repayment period, proposing an alternative period and justifying its need, or it may both appeal and propose an extension. The CAECD Board of Managers decision on County's appeal or proposal or both is final.

(b) The appeal authorized by Section 5.5(a) is the only mechanism for challenging CAECD's determination under Section 5.4 that County repay the reimbursement. The early termination provisions of Section 11 and the dispute resolution process of Section 12 are not available to challenge CAECD's determination.

## **Section 6. Performance Reports**

6.1. CAECD agrees each quarter to distribute electronically a performance report to the County Database Coordinator.

6.2. County agrees to address errors identified in the performance reports.

## **Section 7. Compliance with Applicable Law and Policy**

7.1. County agrees to comply with all applicable law and policy in carrying out this contract. Applicable law and policy include but are not limited to the Texas Health and Safety Code Chapter 771.061 and Chapter 772; the current *Uniform Grant Management Standards* (Governor's Office of Budget and Planning); the current CAECD *annual budget*; and CAECD's *9-1-1 Policies and Procedures Manual* and CAPCOG *RNS Policies & Procedures*.

## **Section 8. Independent Contractor, Assignment and Subcontracting**

8.1. County is not an employee or agent of CAECD, but furnishes goods and services under this contract solely as an independent contractor.

8.2. County may not assign its rights or subcontract its duties under this contract without the prior written consent of CAECD. An attempted assignment or subcontract in violation of this Section 8.2 is void.

8.3. If CAECD consents to subcontracting, each subcontract is subject to all of the terms and conditions of this contract, and County agrees to furnish a copy of this contract to each of its subcontractors.

### **Section 9. Records and Monitoring**

9.1. County agrees to maintain financial records (including procurement records if applicable), statistical, and ANI/ALI records adequate to document its performance, costs, and receipts under this contract. County agrees to maintain these records at County's offices.

9.2. Subject to the additional requirement of Section 9.3, County agrees to preserve the records for three fiscal years after receiving its final payment under this contract.

9.3. If an audit of or information in the records is disputed or the subject of litigation, County agrees to preserve the records until the dispute or litigation is finally concluded, regardless of the ending or early termination of this contract.

9.4. Upon advance and reasonable notice to the County, CAECD is entitled to inspect and copy, during normal business hours at County's offices where they are maintained, the records maintained under this contract for as long as they are preserved. CAECD is also entitled to visit County's offices, talk to its personnel, and audit its records, all during normal business hours, to assist in monitoring its performance under this contract.

9.5. CAECD at least once each year will visit County's offices and monitor its performance of this contract to ensure compliance with applicable law and policy described in Section 7. CAECD will provide County a written monitoring report within 30 calendar days of the visit. The report will describe any compliance issues and schedule a follow-up visit if necessary.

9.6. CAECD agrees to notify County at least 24 hours in advance of any intended visit under this Section 9. Upon receipt of CAECD's notice, County agrees to notify the appropriate department(s) specified in the notice of CAECD's intended visit.

### **Section 10. Nondiscrimination and Equal Opportunity**

10.1. County shall not exclude anyone from participating under this contract, deny anyone benefits under this contract, or otherwise unlawfully discriminate against anyone in carrying out this contract because of race, color, religion, sex, age, disability, handicap, veteran status, or national origin.

10.2. If County procures goods or services with funds made available under this contract, County agrees to comply with CAECD's affirmative action procurement policy, which is set out in CAECD's *9-1-1 Policies and Procedures Manual*.

## **Section 11. Early Termination of Contract**

11.1. Except as provided in Sections 5.4 and 5.5, if CAECD or County breaches a material provision of this contract, the other may notify the breaching party describing the breach and demanding corrective action. The breaching party has five business days from its receipt of the notice to correct the breach, or to begin and continue with reasonable diligence and in good faith to correct the breach. If the breach cannot be corrected within a reasonable time as agreed by the parties, despite the breaching party's reasonable diligence and good faith effort to do so, the parties may agree to terminate the contract or either party may invoke the dispute resolution process of Section 12.

11.2. If this contract is terminated under Section 11, CAECD and County are each entitled to compensation for goods and services each provided the other before receiving notice of the suspension or termination. However, neither CAECD nor County is liable to the other for costs it paid or incurred under this contract after or in anticipation of its receipt of notice of suspension or termination.

11.3. Termination for breach under Section 11.1 does not waive either party's claim for direct damages resulting from the breach, and both CAECD and County among other remedies may withhold from compensation owed the other an amount necessary to satisfy its claim against the other.

11.4. The ending of this contract under Section 3 or its early termination under this Section 11 does not affect County's duty:

(1) to repay CAECD for expenditures made in violation of applicable law or policy in accordance with Sections 5.4 and 5.5;

(2) to preserve its records and permit inspection, copying, and auditing of its records and visitation of its premises and personnel under Section 9.

## **Section 12. Dispute Resolution**

12.1. The parties desire to resolve disputes arising under this contract without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between themselves. To this end, the parties agree not to sue one another, except to enforce compliance with this Section 12, toll the statute of limitations, or seek an injunction until they have exhausted the procedures set out in this Section 12.

12.2. At the written request of either party, each party shall appoint one nonlawyer representative to negotiate informally and in good faith to resolve any dispute arising under this contract. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.

12.3. If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to refer the dispute to the Dispute Resolution Center of Austin for mediation in accordance with the Center's mediation procedures by a single mediator assigned by the Center. Each party agrees to pay half the cost of the Center's mediation services.

12.4. The parties agree to continue performing their duties under this contract, which are unaffected by the dispute, during the negotiation and mediation process.

12.5. If mediation does not resolve the parties' dispute, the parties may pursue their legal and equitable remedies.

### **Section 13. Notice to Parties**

13.1. Notice to be effective under this contract must be in writing and received by the party against whom it is to operate. Notice is received by a party: (1) when it is delivered to the party personally; (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in Section 13.2 and signed for on behalf of the party; or (3) three business days after its deposit in the United States mail, with first-class postage affixed, addressed to the party's address specified in Section 13.2.

13.2. CAECD's address is 6800 Burleson Rd., Bldg. 310, Ste. 165, Austin, TX 78744, Attention: Executive Director. County's address is

\_\_\_\_\_, Attention: \_\_\_\_\_.

13.3. A party may change its address by providing notice of the change in accordance with Section 13.1.

### **Section 14. Miscellaneous**

14.1. Each individual signing this contract on behalf of a party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken.

14.2. This contract states the entire agreement of the parties, and may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this contract which are required by changes in Federal and State law or regulations are automatically incorporated into this contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

14.3. The following Attachments are part of this contract:

- A. CAECD Quarterly GIS/Database Manager Financial Report
- B. *CAPCOG NG9-1-1 Transitional GIS Data Requirements*
- C. Jurisdictional Polygon

14.4. This contract is binding on and inures to the benefit of the parties' successors in interest.

14.5. This contract is executed in duplicate originals.

WILLIAMSON COUNTY, TEXAS

CAPITAL AREA EMERGENCY  
COMMUNICATIONS DISTRICT

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

By \_\_\_\_\_  
Betty Voights  
Executive Director

Date \_\_\_\_\_

Date \_\_\_\_\_



# CAPCOG NG9-1-1 Transitional GIS Data Requirements Version 1.0



## 1 Summary

The following geospatial data and corresponding attribute specifications are required to be regularly maintained by each county for Mapped Automated Location Information (ALI), Location Validation Function (LVF) and Emergency Call Routing Function (ECRF). Please provide monthly updates and make all submissions in ESRI ArcGIS file geodatabase format. Upon submission, all geospatial data must have a known defined projection. **Incomplete datasets which require reformatting will be returned to the county and not updated in the PSAPs.** Each is very specific and must follow the exact guidelines (such as the “L\_ESN” field being a 5 character long Text) outlined below. Remember to keep the field names in your database the same as those listed, and in the same order, and that all entries for every field must be in UPPER CASE. The complete attribute definitions shown in the GIS data tables are described and defined in sections “Database Format” for each dataset. The data fields shown as **Mandatory** and **Conditional** must be present in the data. In the tables below, the column **M/C/O** is to indicate whether the attribute values is Mandatory (**M**), Conditional (**C**), or Optional (**O**).

- **Mandatory** signifies an attribute value must exist
- **Conditional** signifies that if the attribute information exists in the real world, it must be included. If no value exists for the feature, the individual value is left blank without an empty space (if text), or 0 (if numeric)
- **Optional** signifies an attribute value may or may not be included in the data field

In the GIS data tables below, the **TYPE** column indicates the data type used for the data field.

- **TEXT** – string of alphanumeric characters including any combination of alphabetical letters A-Z and numbers 0-9
- **DATE** – Date and **time** using ISO 8601 compliant formats which are in the format of yyyy-MM-dd HH:mm:ss
- **DOUBLE** – double precision floating point numeric values with decimals
- **LONG** – whole numeric values ranging from -2,147,483,648 to 2,147,483,647 without decimals

In the GIS data tables below, the **WIDTH** column indicates the number of allowable characters within each field.

## 2 Road Centerlines (RCL)

This line data represents road networks in the Capital Area region. This layer includes the street names and address ranges used to assign an address.

### 2.1 Graphic Edits

Each named street needs to be represented in the GIS graphically and include attribution for all database fields listed below. All unnamed streets included in the street centerline layer are only required to have the designation “DRVW” entered in the ‘street name’ field. When a street centerline needs to be added, and it can be seen on the current aerial photography provided by CAPCOG, the centerline can be drawn in using the imagery as a reference. If, however, the street centerline is not visible on the most current aerial photography, alternative methods will have to be used to update the street centerline dataset. These methods include using a GPS unit to capture new street centerlines, or using georeferenced paper plats or digital CAD files to digitize street centerlines. In all cases each new street centerline will need to be broken, or checked for breaks, at each jurisdiction and ESN line/boundary intersection. In addition street segment directionals must be correct as well.

## 2.2 Database Format

<u>FIELD NAME</u>	<u>M/C/O</u>	<u>TYPE</u>	<u>WIDTH</u>	<u>DESCRIPTION/ VALID ENTRIES</u>
SOURCE	M	TEXT	75	Agency that last updated the record, i.e. FAYETTE, TRAVIS
PROVIDER	M	TEXT	75	The name of the regional 911 authority <i>CAPCOG will populate</i>
LAST_MOD	M	DATE	26	Date of last update using ISO 8601 format
EFF_DATE	O	DATE	26	Date the new record information goes into effect in ISO 8601 format
SEGMENTID	M	LONG	DEFAULT	Unique segment ID <i>CAPCOG will populate</i>
RCL_UNIQID	M	TEXT	100	ID for each road segment - <i>CAPCOG will populate</i>
COUNTRY	M	TEXT	2	Country name represented by two capital letters
L_STATE	M	TEXT	2	Left state name by two letters defined by USPS publication 28
R_STATE	M	TEXT	2	Right state name by two letters defined by USPS publication 28
L_COUNTY	M	TEXT	40	Fully spelled county name on the left side of the road
R_COUNTY	M	TEXT	40	Fully spelled county name on the right side of the road
L_MUNI	M	TEXT	100	Name of municipality on Left, if none populate with "UNINCORPORATED"
R_MUNI	M	TEXT	100	Name of municipality on Right, if none populate with "UNINCORPORATED"
L_MUNI_DIV	C	TEXT	100	Name of municipality division on Left, i.e. "WARD 5 FRIENDSHIP DISTRICT"
R_MUNI_DIV	C	TEXT	100	Name of municipality division on Right i.e. "WARD 5 FRIENDSHIP DISTRICT"
L_NBRHOOD	O	TEXT	100	Name of neighborhood or subdivision on Left
R_NBRHOOD	O	TEXT	100	Name of neighborhood or subdivision on Right
L_RNG_PRE	C	TEXT	15	Part of an address preceding the numeric address on Left
R_RNG_PRE	C	TEXT	15	Part of an address preceding the numeric address on Right
LF_ADDR	M	LONG	DEFAULT	Left address number at the FROM node
LT_ADDR	M	LONG	DEFAULT	Left address number at the TO node
RF_ADDR	M	LONG	DEFAULT	Right address number at the FROM node
RT_ADDR	M	LONG	DEFAULT	Right address number at the TO node
L_PARITY	M	TEXT	1	E, O, B, Z for Even, Odd, Both, or Zero (if the range is 0 to 0)
R_PARITY	M	TEXT	1	E, O, B, Z for Even, Odd, Both, or Zero (if the range is 0 to 0)
L_POST_COM	C	TEXT	40	City name for the ZIP of an address, as given in the USPS on Left
R_POST_COM	C	TEXT	40	City name for the ZIP of an address, as given in the USPS on Right
L_ZIP	C	TEXT	5	5-digit numeric postal code area on Left
R_ZIP	C	TEXT	5	5-digit numeric postal code area on Right
L_ESN	M	TEXT	5	5-digit Emergency Service Number as identified by MSAG on Left. If the ESN number only has 2-3 digits, it must be preceded by zeros
R_ESN	M	TEXT	5	Emergency Service Number as identified by MSAG on Right. Must be Preceded by zeros if less than 5 digits, i.e. "00088" for ESN 88
L_MSAG	M	TEXT	30	Valid service community as identified by MSAG on Left
R_MSAG	M	TEXT	30	Valid service community as identified by MSAG on Right
PRE_MOD	O	TEXT	15	Word or phrase separate from type and direction that precedes PRE_DIR i.e. Access, Alternate, Business, Connector, Extension, Scenic, Spur, Ramp Underpass, Overpass
PRE_DIR	C	TEXT	2	Leading directional prefix N, S, E, W, NE, NW, SE, SW
PRE_TYPE	C	TEXT	20	Spelled out word or phrase that precedes and identifies a type of thoroughfare
ST_NAME	M	TEXT	60	<u>Legal</u> street name as assigned by local addressing authority

ST_TYPE	C	TEXT	4	Type of street following the street name, valid entries on USPS Pub 28
POST_DIR	C	TEXT	2	Trailing directional suffix N, S, E, W, NE, NW, SE, SW
POST_MOD	C	TEXT	12	Word or phrase separate from type and direction that follows ST_NAME
FULL_NAME	M	TEXT	125	Full street name, should be a concatenation of 4 fields : PRE_DIR, ST_NAME, ST_TYPE and POST_DIR with no trailing or leading spaces
ST_ALIAS	C	TEXT	125	Entire alias street name assigned to street segment
ONE_WAY	O	TEXT	2	<b>B, FT, TF</b> for <b>Both</b> , <b>FROM</b> node to <b>TO</b> node, <b>TO</b> node to <b>FROM</b> node
SP_LIMIT	O	LONG	DEFAULT	Posted speed limit in MPH
CLASS	M	TEXT	4	Street type designation code (See ROC Codes below)
RDCLS_TYP	O	TEXT	15	See valid Road Class Types below
NOTES	O	TEXT	75	Additional information

### 2.3 ROC Codes ('Street Type' Designation)

IH – Interstate

US – US highways

SH – State highways

FM – Farm to Market, Ranch Road, Ranch to Market

LS – City Street, County Road, Park Road, Recreational, Frontage Road

AC – Access Road, Crossover

PVT- Private Road

TR – Toll Road

RAMP- On-ramp, Off-ramp

DW - Driveways

### 2.4 Road Class Types

Primary

Secondary

Local (City, Neighborhood, or Rural Road)

Ramp

Service (usually along a limited access highway)

Vehicular Trail (4WD, snowmobiles)

Walkway (Pedestrian Trail, Boardwalk)

Alley

Private (service vehicles, logging, oil fields, ranches, etc.)

Parking Lot

Trail (Ski, Bike, Walking / Hiking Trail)

## 3 Site / Structure Address Points (AP)

This point data represents addressable structures that exist within the Capital Area.

### 3.1 Graphic Edits

All addressed structures must be represented in the address point layer with a symbol which represents the general center of the structure. When an address point needs to be added or moved, and the structure can be seen on the most current aerial photography provided by CAPCOG, the point can be moved or placed using the imagery as the primary reference. If, however, the structure is not visible on the most current aerial photography, alternative methods must be used to update the address point dataset. These methods include using GPS to capture new points, using existing digital plat files, or scanning and georeferencing paper plat files, and "heads-up" digitizing new points.

### 3.2 Database Format

<u>FIELD NAME</u>	<u>M/C/O</u>	<u>TYPE</u>	<u>WIDTH</u>	<u>DESCRIPTION/ VALID ENTRIES</u>
SOURCE	M	TEXT	75	Agency that last updated the record, i.e. HAYS, WILLIAMSON
PROVIDER	M	TEXT	75	The name of the regional 911 authority <i>CAPCOG will populate</i>
LAST_MOD	M	DATE	26	Date of last update using ISO 8601 format
EFF_DATE	O	DATE	26	Date the new record information goes into effect in ISO 8601 format
SITE_ID	M	LONG	DEFAULT	Unique site ID <i>CAPCOG will populate</i>
SITEUNQID	M	TEXT	100	Unique ID for each address site - <i>CAPCOG will populate</i>
COUNTRY	M	TEXT	2	Country name represented by two capital letters
STATE	M	TEXT	2	State name by two letters defined by USPS publication 28
COUNTY	M	TEXT	40	County name or equivalent fully spelled out
MUNICIPAL	M	TEXT	100	Name of municipality, if none populate with "UNINCORPORATED"
MUNI_DIV	C	TEXT	100	Name of municipality division i.e. "WARD 5 FRIENDSHIP DISTRICT"
NBRHOOD	C	TEXT	100	Name of neighborhood or subdivision where the address is located
ADDNUM_PRE	O	TEXT	15	Part of an address leading the numeric address
ADDR_NUM	M	LONG	DEFAULT	Numeric identifier of a location along a thoroughfare
ADDNUM_SUF	C	TEXT	15	Part of an address following the address number i.e. ½, B
PRE_MOD	O	TEXT	15	Word or phrase separate from type and direction that precedes PRE_DIR i.e. Access, Alternate, Business, Connector, Extension, Scenic, Spur, Ramp Underpass, Overpass
PRE_DIR	C	TEXT	2	Leading directional prefix N, S, E, W, NE, NW, SE, SW
PRE_TYPE	O	TEXT	20	Spelled out word or phrase that precedes and identifies a type of thoroughfare
ST_NAME	M	TEXT	60	<u>Legal</u> street name as assigned by local addressing authority
ST_TYPE	C	TEXT	4	Type of street following the street name, valid entries on USPS Pub 28
POST_DIR	C	TEXT	2	Trailing directional suffix N, S, E, W, NE, NW, SE, SW
POST_MOD	O	TEXT	12	Word or phrase separate from type and direction that follows ST_NAME
FULL_NAME	M	TEXT	125	Full street name, must be identical to the site's related road FULL_NAME
ST_ALIAS	C	TEXT	125	Entire alias street name assigned to related street segment
FULL_ADDR	M	TEXT	170	Full address, should be a concatenation of ADDNUM_PRE + ADDR_NUM + ADDNUM_SUF + FULL_NAME with no extra, leading and trailing spaces
ESN	M	TEXT	5	Emergency Service Number associated with the address and community name Precede by '0' if digits are less than 5
MSAG_COM	M	TEXT	30	Valid service community associated with the location of the address
POSTAL_COM	M	TEXT	40	City name for the ZIP of an address, as given in the USPS
ZIP	C	TEXT	5	5-digit numeric postal code area
ZIP4	O	TEXT	4	ZIP plus 4 code without the dash
BLDG	O	TEXT	75	One among a group of buildings that have the same address
FLOOR	O	TEXT	75	A floor, story or level within a building
UNIT	O	TEXT	75	A suite or group of rooms within a building that share the same entrance
ROOM	O	TEXT	75	A single room within a building
SEAT	O	TEXT	75	A place where a person sits within a building i.e. cubicle
LANDMARK	O	TEXT	150	The name by which a prominent feature is publicly known or Vanity address
MILEPOST	C	LONG	DEFAULT	A posted numeric measurement from a given beginning point
SITE_TYPE	C	TEXT	50	Type of feature identified by the address i.e. residential, office, store, school

POINT_X	O	DOUBLE	DEFAULT	Longitude of point in decimal degrees using EPSG: 4326
POINT_Y	O	DOUBLE	DEFAULT	Latitude of point in decimal degrees using EPSG: 4326
NOTES	O	TEXT	254	Additional location information, which is not a building, floor, unit, room or seat
ELEVATION	O	DOUBLE	DEFAULT	Height above Mean Sea Level in meters

## 4 Emergency Service Zone (ESZ)

This polygon data consists of the intersection of law enforcement, fire district, and emergency medical service and telephone exchange boundaries in the Capital Area region.

### 4.1 Graphic Edits

These are area files that need to accurately reflect the boundaries of each geographically unique combination of fire, law and EMS responders. This layer is created and maintained by overlaying it on the street centerline file and determining where the boundaries fall based on the jurisdictions responder's service areas. As new responders are added to or change in an area, this boundary file will need to be modified accordingly. Communications must be regularly maintained with all fire, law, and emergency medical responders to obtain the information required in order to maintain the ESZ updated with no gaps or overlaps among or between ESZ. **It is of utmost importance that all features with identical attribute information are merged into one multipart polygon.**

### 4.2 Database Format

<u>FIELD NAME</u>	<u>M/C/O</u>	<u>TYPE</u>	<u>WIDTH</u>	<u>DESCRIPTION/ VALID ENTRIES</u>
SOURCE	M	TEXT	75	Agency that last updated the record, i.e. BASTROP, BURNET
PROVIDER	M	TEXT	75	The name of the regional 911 authority <i>CAPCOG will populate</i>
LAST_MOD	M	DATE	26	Date of last update using ISO 8601 format
EFF_DATE	O	DATE	26	Date the new record information goes into effect in ISO 8601 format
ES_UNQID	M	TEXT	100	ID for each emergency service polygon - <i>CAPCOG will populate</i>
LAW	M	TEXT	60	Name of law service provider
FIRE	M	TEXT	60	Name of fire service provider
MEDICAL	M	TEXT	60	Name of medical service provider
COUNTRY	M	TEXT	2	Country name represented by two capital letters
STATE	M	TEXT	2	State name by two letters defined by USPS publication 28
COUNTY	M	TEXT	40	County name fully spelled out
URI	M	TEXT	254	URN/URL for routing. Example: <a href="mailto:sip.sos.law@city.eoc.tx.us">sip.sos.law@city.eoc.tx.us</a>
URN	M	TEXT	50	The URN for the Emergency Service or other Well-Known Service*
ESN	M	TEXT	5	ESN of the responding agency preceded by '0' if number of digits < 5
TANDEM	M	TEXT	3	911 Selected Router Code
TANDEM2	C	TEXT	3	911 Selected Router Code
ESSID	M	TEXT	2	Unique tandem routing code <i>CAPCOG will populate</i>
ESNGUID	M	TEXT	8	Concatenation of ESN and ESSID separated by a single forward slash "/" <i>CAPCOG will concatenate</i>
AVCARDURI	C	TEXT	254	URI for the vCARD of contact information

\* Example: "urn:service:sos" for a PSAP or "urn:service:sos.ambulance" for an ambulance service

## 5 Municipal Boundary

This polygon data represents municipal boundaries in the Capital Area region.

### 5.1 Graphic Edits

When city limits change due to annexations, metes and bounds descriptions for the new city boundaries description must be acquired and the city limits lines updated with them. Coordinate geometry (COGO) - a method for calculating coordinate points from surveyed bearings, distances, and angles- descriptions should be used to input the metes and bounds into the GIS.

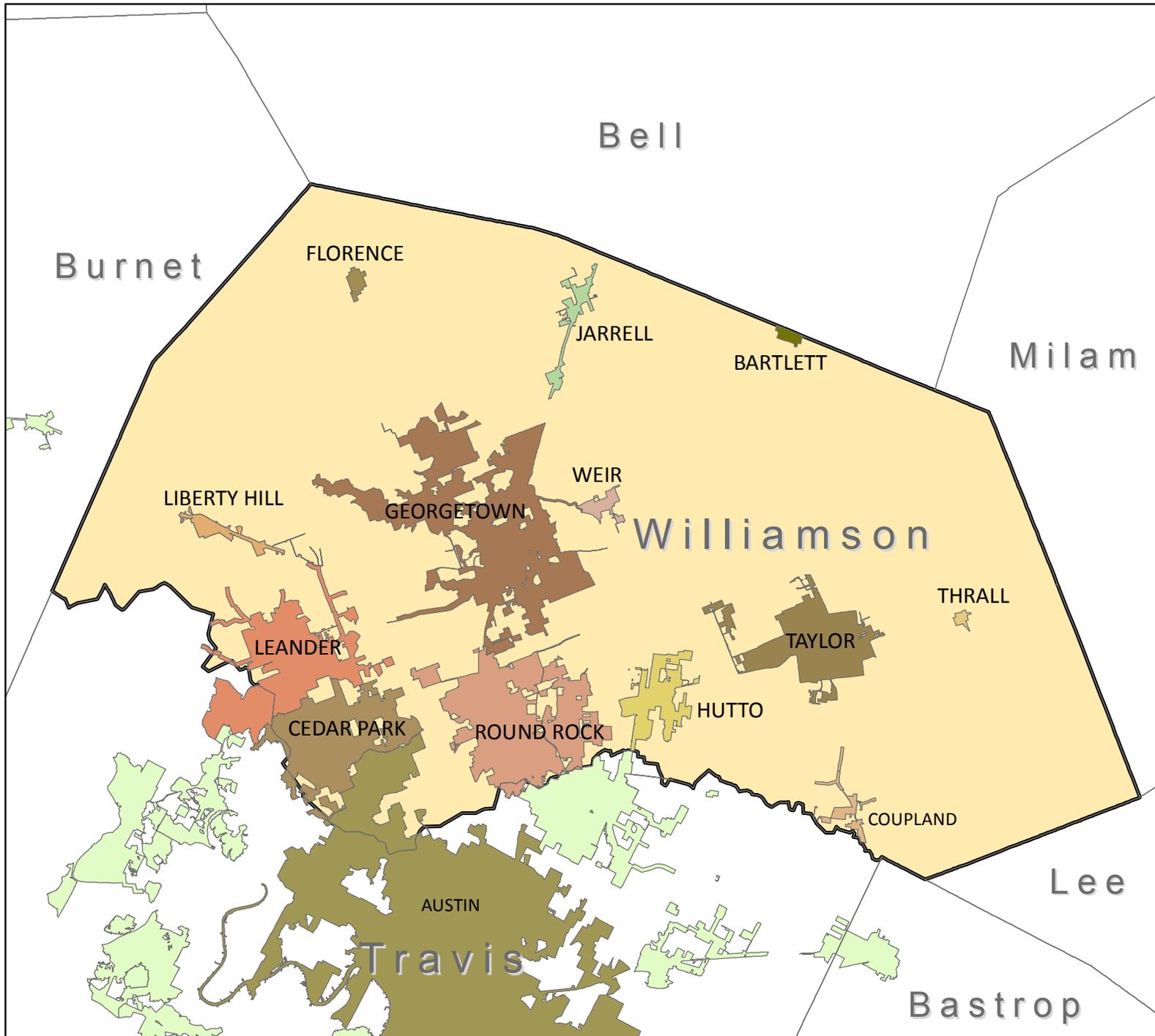
### 5.2 Database Format

<u>FIELD NAME</u>	<u>M/C/O</u>	<u>TYPE</u>	<u>WIDTH</u>	<u>DESCRIPTION/ VALID ENTRIES</u>
SOURCE	M	TEXT	75	Agency that last updated the record, i.e. CALDWELL, LLANO
PROVIDER	M	TEXT	75	The name of the regional 911 authority <i>CAPCOG will populate</i>
LAST_MOD	M	DATE	26	Date of last update using ISO 8601 format
EFF_DATE	O	DATE	26	Date the new record information goes into effect in ISO 8601 format
POLY_ID	M	LONG	DEFAULT	Numeric Polygon ID <i>CAPCOG will populate</i>
MUNIUNQID	M	TEXT	100	Unique ID for each municipality - <i>CAPCOG will populate</i>
COUNTRY	M	TEXT	2	Country name represented by two capital letters
STATE	M	TEXT	2	State Name (eg: TX)
COUNTY	M	TEXT	40	County name fully spelled out
MUNI_NM	M	TEXT	100	Name of municipality i.e. "AUSTIN"

# Williamson County

Jurisdictional Polygon  
for 9-1-1 Data

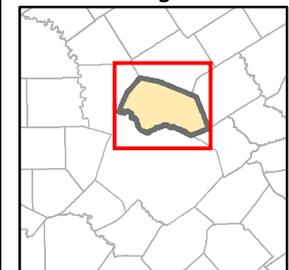
Williamson County GIS data submissions include the county of Williamson, the cities of Bartlett, Florence, Jarrell, Leander, Granger, Taylor, Cedar Park, Thrall, Weir, Hutto, Georgetown, Liberty Hill, and Round Rock. It does not include any part of the City of Austin within Williamson County.



1 inch = 7 miles



CAPCOG Region



**Commissioners Court - Regular Session**

**37.**

**Meeting Date:** 10/04/2016

FEMA Project Number PA06TX4223PW02089 Project Title-WIL038C Driveway Repairs

**Submitted For:** Jarred Thomas

**Submitted By:** Cynthia Hood, Emergency Manager

**Department:** Emergency Management

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on the acceptance of FEMA DR4223 disaster recovery grant funding. Project Title-WIL038C Driveway Repairs.

**Background**

Catalog of Federal Domestic Assistance (CFDA) number- 97.036 FEMA Project Number PA06TX4223PW02089 Project Title-WIL038C Driveway Repairs, Period of Performance 05/29/2015 to 11/29/2016. This disaster recovery grant is a 75% federal share and 25% local share for damages sustained during the May Floods of 2015. This project has been authorized by FEMA and approved by the Auditor's Office, Road and Bridge, and Emergency Management.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

[WIL038C-PW02089 Subgrant Award Letter](#)

[Terms and Conditions](#)

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Cynthia Hood

Final Approval Date: 09/27/2016

**Reviewed By**

Wendy Coco

**Date**

09/27/2016 11:39 AM

Started On: 09/26/2016 04:11 PM

# TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N. LAMAR BLVD. - BOX 4087 - AUSTIN, TEXAS 78773-0220  
512/424-2000  
www.dps.texas.gov



STEVEN C. McCRAW  
DIRECTOR  
DAVID G. BAKER  
ROBERT J. BODISCH, SR.  
DEPUTY DIRECTORS



COMMISSION  
A. CYNTHIA LEON, CHAIR  
MANNY FLORES  
FAITH JOHNSON  
STEVEN P. MACH  
RANDY WATSON

August 1, 2016

The Honorable Dan Gattis, County Judge  
Williamson County  
710 S. Main Street, Ste. 201  
Georgetown TX, 78626  
DUNS Number 076930049  
TINS Number 17460009784  
FIPS Number 491-99491-00

RE: Public Assistance Grant, 4223, Severe Storms, Tornadoes, Straight-line Winds,  
and Flooding  
Catalog of Federal Domestic Assistance (CFDA) number: 97.036  
FEMA Project Number PA-06-TX-4223-PW02089  
Project Title: WIL038C – Driveway Repairs  
Period of Performance 05/29/2015 to 11/29/2016

A Public Assistance subgrant has been awarded by Texas Division of Emergency  
Management (TDEM).

PA-06-TX-4223-PW02089						
Version / Amendment	Date	Total Subgrant Amount	Federal Cost Share Percentage	Federal Cost Share Amount	Local Cost Share Percentage	Local Cost Share Amount
0	7/12/2016	\$ 6,025.83	75%	\$ 4,520.12	25%	\$ 1,505.71

This award is not for Research or Development as defined in 2 CFR 200.87.

No indirect costs are available with this award. Direct Administrative Costs are allowable  
as outlined in the project scope.

A copy of the approved scope of work is attached. Terms and conditions of this award  
are also attached.

Signing and returning this award letter indicates Subrecipient's acceptance of the scope  
of the subaward, the ability to pay the state match and all grant terms and conditions  
outlined in the attached documents.

Acceptance of the subaward must be returned to TDEM before payment on the subaward can be processed.

It is important that the Subrecipient read, understand and comply with the scope and all terms and conditions. It is also vital that this information be disseminated to Subrecipient's staff and contractors that are involved in work related to administrative support or administration of the subgrant.

If changes are needed to the scope of the subaward, period of performance or costs associated to the subaward, the Subrecipient should immediately contact TDEM. No change will be considered made to the subaward until the Subrecipient is notified in writing by TDEM.

Please sign below to acknowledged acceptance of this subaward and agreement to abide by all terms and conditions.

---

Designated Subrecipient Agent

---

Date

Should you wish to appeal any determination related to this subaward you must do so within 60 days of receipt of the notice of the action. You will need to provide your appeal with any documentation supporting your position to your assigned TDEM project officer within the allotted time.

If you have any questions please contact Nazrine Khan at 512-692-1223 or email at [Nazrine.Khan@us.gt.com](mailto:Nazrine.Khan@us.gt.com).

ATTACHMENTS: Scope of Work  
Terms and Conditions

## GRANT TERMS AND CONDITIONS

This Grant Agreement (consisting of FEMA Disaster Award and these Terms and Conditions) is made and entered into by and between the Department of Public Safety / Texas Division of Emergency Management, an agency of the State of Texas, hereinafter referred to as "DPS/TDEM," and the funds recipient, hereinafter referred to as the "Applicant" or "Subrecipient." Furthermore, DPS/TDEM and the Subrecipient are collectively hereinafter referred to as the "Parties."

Subrecipient may not assign or transfer any interest in this Grant without the express, prior written consent of DPS/TDEM. If Subrecipient issues subawards as part of this Grant project, Subrecipient shall include and require its subawardees to comply with the terms and conditions of this Grant.

The term "Subrecipient agreement funds" as used in this Grant means funds provided by DPS/TDEM under the United States Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) grant programs (also referred to herein as DHS/FEMA). The term "Subrecipient's funds" or match funds as used in this Grant means funds provided by the Subrecipient.

- A. **Standard of Performance.** Subrecipient shall perform all activities as approved by DPS/TDEM. Any change to a project shall receive prior written approval by TDEM and, if required, by FEMA. Subrecipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Grant, including but not limited to the following Exhibits:
1. Assurances – Non-Construction Programs, hereinafter referred to as "Exhibit A"
  2. Assurances – Construction Programs, hereinafter referred to as "Exhibit B"
  3. Certifications for Grant Agreements, hereinafter referred to as "Exhibit C"
  4. State of Texas Assurances, hereinafter referred to as "Exhibit D"
  5. Environmental Review Certification, hereinafter referred to as "Exhibit E"
  6. Additional Grant Conditions, hereinafter referred to as "Exhibit F"
  7. Additional Grant Certifications, hereinafter referred to as "Exhibit G"
- B. **Failure to Perform.** In the event Subrecipient fails to implement the project(s) entered and approved in the DPS/TDEM web-based grants management system, or comply with any provision of this Grant, Subrecipient shall be liable to DPS/TDEM for an amount not to exceed the award amount of this Grant and may be barred from applying for or receiving additional DHS/FEMA grant program funds or any other grant program funds administered by DPS until repayment to DPS/TDEM is made and any other compliance or audit finding is satisfactorily resolved, in addition to any other remedy specified in this Grant. Failure to timely implement projects may reduce future funding in additional DHS/FEMA and/or other grant programs administered by DPS.
- C. **Funding Obligations.** DPS/TDEM shall not be liable to Subrecipient for any costs incurred by Subrecipient that are not allowable costs.
1. Notwithstanding any other provision of this Grant, the total of all payments and other obligations incurred by DPS/TDEM under this Grant shall not exceed the Total Award Amount listed on the Grant Subrecipient Award.
  2. Subrecipient shall contribute the match funds listed on the Grant Subrecipient Award.

3. Subrecipient shall refund to DPS/TDEM any sum of these Grant funds that has been determined by DPS/TDEM to be an overpayment to Subrecipient or that DPS/TDEM determines has not been spent by Subrecipient in accordance with this Grant. No refund payment(s) shall be made from local, state or federal Grant funds unless repayment with Grant funds is specifically permitted by statute or regulation. Subrecipient shall make such refund to DPS/TDEM within thirty (30) calendar days after
4. DPS/TDEM requests such refund.

D. **Performance Period.** The performance period for this Grant is listed on the Grant Subrecipient Award letter. **All projects shall be completed within the performance period AND all reimbursement requests shall be submitted to DPS/TDEM within 60 days for the end of the performance period.** Subrecipient shall have expended all Grant funds and submitted reimbursement requests, invoices and any supporting documentation to DPS/TDEM within 60 days of the end of the performance period. DPS/TDEM shall not be obligated to reimburse expenses incurred after the performance period or submitted after the deadline.

E. **Uniform Administrative Requirements, Cost Principals and Audit Requirements.** Except as specifically modified by law or this Grant, Subrecipient shall administer this Grant through compliance with the most recent version of all applicable laws and regulations, including but not limited to DHS program legislation, Federal awarding agency regulations, and the terms and conditions of this Grant. A non-exclusive list is provided below [not all may apply in every projects]:

- Public Law 93-288, as amended (Stafford Act)
- 44 CFR, Emergency Management and Assistance
- Disaster Mitigation Act of 2000
- OMB Regulations 2 CFR, Grant and Agreements
- Executive Order 11988, Floodplain Management
- Executive Order 11990, Protection of Wetlands
- Executive Order 12372, Intergovernmental Review of Programs and Activities
- Executive Order 12549, Debarment and Suspension
- Executive Order 12612, Federalism
- Executive Order 12699, Seismic Design
- Executive Order 12898, Environmental Justice
- Coastal Barrier Resources Act, Public Law 97-348
- Single Audit Act, Public Law 98-502
- Sandy Recovery Improvement Act publications
- 16 U.S.C. § 470, National Historic Preservation Act
- 16 U.S.C. § 1531, Endangered Species Act References
- FEMA program publications, guidance and policies

F. **State Requirements for Grants.** Subrecipient shall comply with all other federal, state, and local laws and regulations applicable to this Grant including but not limited to the laws and the regulations promulgated in Texas Government Code, Chapter 783, Uniform Grant and Contract Management, (UGMS) at:

<http://www.window.state.tx.us/procurement/catrad/ugms.pdf>

and the program State Administrative Plan, available at:

<http://www.txdps.state.tx.us/dem/GrantsResources/index.htm>.

Subrecipient shall, in addition to the assurances and certifications, comply and require each of its subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders, OMB circulars, terms and conditions of this Grant and the approved application.

Grant funds may not be awarded to or expended by any entity which performs political polling. This prohibition does not apply to a poll conducted by an academic institution as part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.

Grant funds may not be expended by a unit of local government unless the following limitations and reporting requirements are satisfied:

1. Texas General Appropriations Act, Art. IX, Parts 2 and 3, except there is no requirement for increased salaries for local government employees;
2. Texas Government Code Sections 556.004, 556.005, and 556.006, which prohibits using any money or vehicle to support the candidacy of any person for office, influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose, and using Grant funds to influence the passage or defeat of legislation including not assisting with the funding of a lobbyist, or using Grant funds to pay dues to an organization with a registered lobbyist;
3. Texas Government Code Sections 2113.012 and 2113.101, which prohibits using Grant funds to compensate any employee who uses alcoholic beverages on active duty and Subrecipient may not use Grant funds to purchase an alcoholic beverage and may not pay or reimburse any travel expense for an alcoholic beverage;
4. Texas General Appropriations Act, Art. IX, Section 6.13, which requires Subrecipient to make every effort to attain key performance target levels associated with this Grant, including performance milestones, milestone time frames, and related performance reporting requirements; and
5. General Appropriations Act, Art. IX, Sections 7.01 and 7.02, and Texas Government Code §2102.0091, which requires that this Grant may only be expended if Subrecipient timely completes and files its reports.

**G. Restrictions and General Conditions.**

1. Use of Funds. DHS/FEMA Grant funds may only be used for the purposes set forth in this Grant, and shall be consistent with the statutory authority for this Grant. Grant funds may not be used for matching funds for other Federal grants/cooperative agreements, lobbying, or intervention in Federal regulatory or adjudicatory proceedings. In addition, Federal funds may not be used to sue the Federal government or any other government entity.
2. Federal Employee Prohibition. Federal employees are prohibited from serving in any capacity (paid or unpaid) on any proposal submitted under this Grant. Federal employees may not receive funds under this Grant.
3. Points of Contacts. Within 30 calendar days of any change, Subrecipient shall notify DPS/TDEM of any change or correction to the Designation of Applicant's Agent, chief elected official, program, and/or financial points of contact in the DPS/TDEM grant management system.
4. DUNS Number. Subrecipient confirms its Data Universal Numbering Systems (DUNS) Number is the number listed on this Grant. The DUNS Number is the nine digit number

established and assigned by Dun and Bradstreet, Inc., at 866/705-5711 or <http://fedgov.dnb.com/webform>

5. Central Contractor Registration and Universal Identifier Requirements. Subrecipient maintains that it has registered on the System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov) or other federally established site for contractor registration, and entered DPS/TDEM-required information. Subrecipient shall keep current, and then review and update the information at least annually. Subrecipient shall keep information current in the SAM database until the later of when it submits this Grant's final financial report or receives final Grant award payment. Subrecipient agrees that it shall not make any subaward agreement or contract related to this Grant without first obtaining the vendor/subawardee's mandatory DUNS number. See Section §200.32 of OMB 2 C.F.R.
6. Reporting Total Compensation of Subrecipient Executives. 2 C.F.R. §200.331; see FEMA Information Bulletin 350.
  - a. Applicability and what to report: Subrecipient shall report whether Subrecipient received \$25 million or more in Federal procurement contracts or financial assistance subject to the Transparency Act per 2 C.F.R. §200.331. Subrecipient shall report whether 80% or more of Subrecipient's annual gross revenues were from Federal procurement contracts or Federal financial assistance. If Subrecipient answers "yes" to both questions, Subrecipient shall report, along with Subrecipient's DUNS number, the names and total compensation (see 17 C.F.R. §229.402(c)(2)) for each of Subrecipient's five most highly compensated executives for the preceding completed fiscal year.
  - b. Where and when to report: Subrecipient shall report executive total compensation at [www.sam.gov](http://www.sam.gov) or other federally established replacement site. By signing this Grant, Subrecipient certifies that, if required, Subrecipient's jurisdiction has already registered, entered the required information, and shall keep information in the SAM database current, and update the information at least annually for each year until the later of when the jurisdiction submits its final financial report or receives final payment. Subrecipient agrees that it shall not make any subaward agreement or contract without first obtaining the subawardee's mandatory DUNS number.
7. Debarment and Suspension. Subrecipient shall comply with Executive Order 12549 and 12689, which provide protection against waste, fraud, and abuse by debarment or suspending those persons deemed irresponsible in their dealings with the Federal government.
8. Direct Deposit. If Subrecipient has not received reimbursements from DPS/TDEM within the past eleven (11) months (prior to date of award), it shall forward a new/updated direct deposit form to DPS/TDEM. Completed direct deposit forms from Subrecipient shall be emailed to TDEM project officer. The email subject line and attachment name shall include the subrecipient name and identify the document attached (i.e. "*Sample County DD form*"). The direct deposit form is currently available at <http://www.window.state.tx.us/taxinfo/taxforms/74-176.pdf>.
9. Property Management and Inventory. Subrecipient shall maintain property/inventory records which, at minimum, shall include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. Subrecipient shall develop and implement a control system to prevent loss, damage or theft of property and Subrecipient shall investigate and document any loss, damage or theft of property funded under this Grant.

10. Site Visits. DHS and/or DPS/TDEM, through its authorized representatives, have the right at all reasonable times to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by DHS on the premises of Subrecipient or a contractor under this Grant, Subrecipient shall provide and shall require its contractors to provide all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work.

#### H. **Procurement and Contracting**.

1. Procurements. Subrecipient shall comply with all applicable federal, state, and local laws and requirements, including but not limited to proper competitive solicitation processes where required, for any procurement which utilizes federal funds awarded under this Grant in accordance with 2 C.F.R. 200. 318
2. Contract Provisions. All contracts executed using funds awarded under this Grant shall contain the contract provisions listed under 2 C.F.R. 200.326 and Appendix II (A), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
3. Procurement activities must follow the most restrictive of Federal, State and Local procurement regulations:
  - a. Procurement by micro purchase
  - b. Procurement by small purchase
  - c. Procurement by sealed bid
  - d. Procurement by competitive proposal
  - e. Procurement by non-competitive proposal, solely when the award of a contract is unfeasible under the other methods

The State must be contacted for approval to use a noncompetitive procurement method. Failure to follow eligible procurement methods will result in ineligible costs. Other types of agreements for services must have State approval prior to use or execution. A copy of the local procurement policy must be provided to the State before initial payment.

The **cost plus a percentage of cost** and **percentage of construction** cost methods of contracting are **ineligible**.

**Must** perform **cost/price analysis** for purchases over \$3000.

**Must** negotiate profit as a separate element where required.

4. Evidence of non-debarment for vendors must be documented through <http://www.sam.gov/portal/public/SAM> and [http://www.window.state.tx.us/procurement/prog/vendor\\_performance/debarred/](http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/) and submitted for review.
  5. Comply with rules related to underutilized businesses (small and minority businesses, women's enterprises and labor surplus firms) at 2 CFR 200.321
- I. **Monitoring**. Subrecipient will be monitored periodically by federal, state or local entities, both programmatically and financially, to ensure that project goals, objectives, performance requirements, timelines, milestone completion, budget, and other program-related criteria are met.

DPS/TDEM, or its authorized representative, reserves the right to perform periodic desk/office-based and/or on-site monitoring of Subrecipient's compliance with this Grant and of the adequacy and timeliness of Subrecipient's performance pursuant to this Grant. After each monitoring visit, DPS/TDEM shall provide Subrecipient with a written report of the monitor's findings. If the monitoring report notes deficiencies in Subrecipient's performance under this Grant, the monitoring report shall include requirements for the timely correction of such deficiencies by Subrecipient. Failure by Subrecipient to take action specified in the monitoring report may be cause for suspension or termination of this Grant pursuant to the Suspension and/or Termination Section herein.

J. **Audit.**

1. **Audit of Federal and State Funds.** Subrecipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Grant as required by the Single Audit Act (OMB 2 C.F.R. 200.501, formerly A-133). Subrecipient shall comply, as applicable, with Texas Government Code, Chapter 783, the Uniform Grant Management Standards (UGMS), the State Uniform Administrative Requirements for Grants and Cooperative Agreements.
2. **Right to Audit.** Subrecipient shall give the United States Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), the Comptroller General of the United States, the Texas State Auditor, DPS/TDEM, or any of their duly authorized representatives, access to and the right to conduct a financial or compliance audit of Grant funds received and performances rendered under this Grant. Subrecipient shall permit DPS/TDEM or its authorized representative to audit Subrecipient's records. Subrecipient shall provide any documents, materials or information necessary to facilitate such audit.
3. **Subrecipient's Liability for Disallowed Costs.** Subrecipient understands and agrees that it shall be liable to DPS/TDEM for any costs disallowed pursuant to any financial or compliance audit(s) of these funds. Subrecipient further understands and agrees that reimbursement to DPS/TDEM of such disallowed costs shall be paid by Subrecipient from funds that were not provided or otherwise made available to Subrecipient pursuant to this Grant or any other federal contract.
4. **Subrecipient's Facilitation of Audit.** Subrecipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as DPS/TDEM may require of Subrecipient. Subrecipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient and the requirement to cooperate is included in any subcontract it awards.
5. **State Auditor's Clause.** Subrecipient understands that acceptance of funds under this Grant acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Subrecipient further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Subrecipient shall ensure that this clause concerning the State Auditor's Office's authority to audit funds and the requirement to cooperate fully with the State Auditor's Office is included in any subgrants or subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Subrecipient relating to this Grant.

**K. Retention and Accessibility of Records.**

1. Retention of Records. Subrecipient shall maintain fiscal records and supporting documentation for all expenditures of this Grant's funds pursuant to the applicable OMB 2 C.F.R. Subpart D – Post Federal Award Requirements, of Part 200 UGMS §\_\_42, and this Grant. Subrecipient shall retain these records and any supporting documentation for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for three (3) years after any real estate or equipment final disposition. The DHS or DPS/TDEM may direct Subrecipient to retain documents or to transfer certain records to DHS custody when DHS determines that the records possess long term retention value.
2. Access to Records. Subrecipient shall give the United States Department of Homeland Security, the Comptroller General of the United States, the Texas State Auditor, DPS/TDEM, or any of its duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by Subrecipient pertaining to this Grant including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by Subrecipient.

**L. Changes, Amendments, Suspension or Termination**

1. Modification. FEMA or DPS/TDEM may modify this Grant after an award has been made. Once notification has been made in writing, any subsequent request for funds indicates Subrecipient's acceptance of the changes to this Grant. Any alteration, addition, or deletion to this Grant by Subrecipient is not valid.
2. Effect of Changes in Federal and State Laws. Any alterations, additions, or deletions to this Grant that are required by changes in federal and state laws, regulations or policy are automatically incorporated into this Grant without written amendment to this Grant and shall become effective upon the date designated by such law or regulation. In the event FEMA or DPS/TDEM determines that changes are necessary to this Grant after an award has been made, including changes to the period of performance or terms and conditions, Subrecipient shall be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Subrecipient's acceptance of the changes to this Grant.
3. Suspension. In the event Subrecipient fails to comply with any term of this Grant, DPS/TDEM may, upon written notification to Subrecipient, suspend this Grant, in whole or in part, withhold payments to Subrecipient and prohibit Subrecipient from incurring additional obligations of this Grant's funds.
4. Termination. DPS/TDEM shall have the right to terminate this Grant, in whole or in part, at any time before the end of the Performance Period, if DPS/TDEM determines that Subrecipient has failed to comply with any term of this Grant. DPS/TDEM shall provide written notice of the termination and include:
  - a. The reason(s) for such termination;
  - b. The effective date of such termination; and
  - c. In the case of partial termination, the portion of this Grant to be terminated.
  - d. Appeal may be made to the Deputy Assistant Director of Texas Division of Emergency Management- Recovery Mitigation and Standards, Texas Department of Public Safety.

- M. Enforcement.** If Subrecipient materially fails to comply with any term of this Grant, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application,

a notice of award, or elsewhere, DPS/TDEM or DHS may take one or more of the following actions, as appropriate in the circumstances:

1. Increased monitoring of projects and require additional financial and performance reports
2. Require payments as reimbursements rather than advance payments
3. Temporarily withhold payments pending correction of the deficiency
4. Disallow or deny use of funds and matching credit for all or part of the cost of the activity or action not in compliance;
5. Request FEMA to wholly or partially de-obligate funding for a project
6. Temporarily withhold cash payments pending correction of the deficiency by subrecipient or more severe enforcement action by DPS/TDEM or DHS;
7. Withhold further awards for the grant program
8. Take other remedies that may be legally available

In taking an enforcement action, DPS/TDEM will provide Subrecipient an opportunity for a hearing, appeal, or other administrative proceeding to which Subrecipient is entitled under any statute or regulation applicable to the action involved.

The costs of Subrecipient resulting from obligations incurred by Subrecipient during a suspension or after termination of this Grant are not allowable unless DPS/TDEM or DHS expressly authorizes them in the notice of suspension or termination or subsequently.

Other Subrecipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

- The costs result from obligations which were properly incurred by Subrecipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of a termination, are non-cancellable; and
- The costs would be allowable if this Grant were not suspended or expired normally at the end of the funding period in which the termination takes effects.

The enforcement remedies identified in this section, including suspension and termination, do not preclude Subrecipient from being subject to "Debarment and Suspension" under E.O. 12549. 2 C.F.R., Appendix II to Part 200, (I).

- N. **Conflicts of Interest.** The subrecipient will maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts and will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
- O. **Closing of this Grant.** DPS/TDEM will close a subaward after receiving all required final documentation from the Subrecipient. If the close out review and reconciliation indicates that Subrecipient is owed additional funds, DPS/TDEM will send the final payment automatically to Subrecipient. If Subrecipient did not use all the funds received, DPS/TDEM will recover the unused funds.

At the completion of Subrecipient's performance period, DPS/TDEM will de-obligate all uncommitted funds and de-obligate all unexpended funds if final documentation is not received by the deadline.

The closeout of this Grant does not affect:

1. DHS or DPS/TDEM's right to disallow costs and recover funds on the basis of a later audit or other review;
2. Subrecipient's obligation to return any funds due as a result of later refunds, corrections, or other transactions;
3. Records retention requirements, property management requirements, and audit requirements, as set forth herein; and
4. Any other provisions of this Grant that impose continuing obligations on Subrecipient or that govern the rights and limitations of the parties to this Grant after the expiration or termination of this Grant.

## EXHIBIT A

### ASSURANCES - NON-CONSTRUCTION PROGRAMS See Standard Form 424B

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this Grant.
2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this Grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190 as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514) which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for DHS grant-supported activities, DHS-FEMA requires the environmental aspects to be reviewed and evaluated before final action on the application; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348, 45 C.F.R. 46, and DHS Management Directive 026-044 (Directive) regarding the protection of human subjects involved in research, development, and related activities supported by this Grant. "Research" means a systematic investigation, including research, development, testing, and evaluation designed to develop or contribute to general knowledge. See Directive for additional provisions for including humans in the womb, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). See also state and local law for research using autopsy materials.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance, and policies governing this Grant.

## EXHIBIT B

### ASSURANCES - CONSTRUCTION PROGRAMS See Standard Form 424D

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this Grant.
2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to this Grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of this Grant.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the agreement.
11. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333) regarding labor standards for federally-assisted construction sub-agreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91- 190) as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514 which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance and policies governing this Grant.

## Exhibit C

### Certifications for Grant Agreements

The undersigned, as the authorized official, certifies the following to the best of his/her knowledge and belief.

- A. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL Disclosure of Lobbying Activities, in accordance with its instructions.
- C. The undersigned shall require that the language of this certification prohibiting lobbying be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- D. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 67, Section 67.510. (Federal Certification), the Subrecipient certifies that it and its principals and vendors:
  1. Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency. Subrecipient can access debarment information by going to [www.sam.gov](http://www.sam.gov) and the State Debarred Vendor List at: [www.window.state.tx.us/procurement/prog/vendor\\_performance/debarred](http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred).
  2. Have not within a three-year period preceding this Grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification;
  4. Have not within a three-year period preceding this Grant had one or more public transactions (Federal, State, or local) terminated for cause or default; or
  5. Where Subrecipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Grant. (Federal Certification).
- E. Federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
- F. Subrecipient will comply with 2 C.F.R. Part 180, Subpart C as a condition of receiving grant funds and Subrecipient will require such compliance in any subgrants or contract at the next tier.
- G. Subrecipient will comply with the Drug-free Workplace Act, as amended, 412 U.S.C. §701 et seq., which requires Subrecipient to publish a statement about its drug-free workplace program and give a copy of the statement to each employee (including consultants and temporary personnel) who will be involved in award-supported activities at any site where these activities will be carried out. Also, places where work is being performed under the award (i.e., street address, city, state, and zip code) must be maintained on file. Subrecipient will notify the Grants Officer of any employee convicted of a violation of a criminal drug statute that occurs in the workplace. For additional information, see 44 C.F.R. Part 17. Subrecipient shall comply with the requirements of the Drug-Free Workplace Act of 1988, which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace.
- H. Subrecipient is not delinquent on any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.
- I. Subrecipient will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Grant.
- J. Subrecipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of funds in this Grant.

## EXHIBIT D

### State of Texas Assurances

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the Subrecipient's governing body or of the Subrecipient's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
2. Shall insure that all information collected, assembled, or maintained by the Subrecipient relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
3. Shall comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
4. Shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
5. Shall not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the Subrecipient is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
6. Shall comply with all rules adopted by the Texas Commission on Law Enforcement pursuant to Chapter 1701, Texas Occupations Code, or shall provide the grantor agency with a certification from the Texas Commission on Law Enforcement that the agency is in the process of achieving compliance with such rules if the Subrecipient is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.
7. Shall follow all assurances. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and subrecipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met. (See UGMS Section \_\_.36 for additional guidance on contract provisions).
8. Shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Subrecipient shall also ensure that all program personnel are properly trained and aware of this requirement.
9. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II, and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities, 44 U.S.C. §§ 12101-12213; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Grant.
10. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.
11. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §§7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
14. Shall insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).

15. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
16. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
17. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
18. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
19. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
20. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.
21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.
22. Shall comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.
23. Shall comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.
24. And its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement have Exclusions listed at <https://www.sam.gov/portal/public/SAM/>.
25. Shall adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

## **EXHIBIT E**

### **Environmental Review**

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. shall assess its federally funded projects for potential impact to environmental resources and historic properties.
2. shall submit any required screening form(s) as soon as possible and shall comply with deadlines established by DPS/TDEM. Timelines for the Environmental Planning and Historic Preservation (EHP) review process will vary based upon the complexity of the project and the potential for environmental or historical impact.
3. shall include sufficient review time within its project management plan to comply with EHP requirements. Initiation of any activity prior to completion of FEMA's EHP review will result in a non-compliance finding and DPS/TDEM will not authorize or release Grant funds for non-compliant projects.
4. as soon as possible upon receiving this Grant, shall provide information to DPS/TDEM to assist with the legally-required EHP review and to ensure compliance with applicable EHP laws and Executive Orders (EO) currently using the FEMA EHP Screening Form OMB Number 1660-0115/FEMA Form 024-0-01 and submitting it, with all supporting documentation, to DPS/TDEM for review. These EHP requirements include but are not limited to the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, EO 11988 – Floodplain Management, EO 11990 – Protection of Wetlands, and EO 12898 – Environmental Justice. Subrecipient shall comply with all Federal, State, and local EHP requirements and shall obtain applicable permits and clearances.
5. shall not undertake any activity from the project that would result in ground disturbance, facility modification, or purchase and use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings.
6. shall comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. Any changes to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed.
7. if ground disturbing activities occur during project implementation, Subrecipient shall ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient shall immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office.

## EXHIBIT F

### Additional Grant Conditions

1. Additional damage requiring a new Public Assistance project to be written must be reported within 60 days following the Kickoff meeting with the State- Federal team.
2. All work must be done prior to the approved project completion deadline assigned to each Project. Should additional time be required, a time extension request must be submitted which: a.) Identifies the projects requiring an extension. b.) Explains the reason for an extension. c.) Indicates the percentage of work that has been completed. d.) Provides an anticipated completion date. The reason for an extension must be based on extenuating circumstances or unusual project requirements that are beyond the control of your jurisdiction/organization. **Failure to submit a time extension request may result in reduction or withdrawal of federal funds for approved work.**
3. Any significant change to a project's approved Scope of Work must be reported and approved through TDEM and FEMA before starting the project. Failure to do so will jeopardize grant funding.
4. The Project Completion and Certification Report must be returned to TDEM once all the approved work has been completed for each project. If any project requires the purchase of insurance as a condition of receiving federal funds, a copy of the current policy must be attached to this report.
5. A cost overrun appeal on small (\$120,000.00) Public Assistance projects must be reported to the Texas Division of Emergency Management (TDEM) within 60 days of completing the last small project in order to be considered for additional funding.
6. Appeals may be filed on any determination made by FEMA or TDEM. All appeals must be submitted to TDEM within 60 days from receiving written notice of the action you wish to appeal. Should you wish to appeal a determination contained in the project application, the 60 days will start the day the application is signed.
7. Public Assistance program projects will not receive funding until all of the requirements identified in the comments section of the Project Worksheet are met.
8. You may request a payment of funds on projects by completing the "Payment of Funds" request and including documentation supporting your request. In the event that an audit results in a reduction of the awarded amount of a project, the subrecipient is responsible for returning the identified overage within 30 days of notification of the overpayment. Small Public Assistance projects are paid upon obligation and the receipt of all required documentation. Payments must be requested at least quarterly if expenditures have been made in that quarter.
9. Projects that have not received final payment will be reviewed quarterly by TDEM representatives upon receipt of the Quarterly Review form from the subrecipient. Quarterly reports will be due on the following dates: **March 15th, June 15th, September 15th & December 15th**. Public Assistance program small projects are exempted.
10. Subrecipient with must submit a project cost summary to TDEM following the completion of each project, except Public Assistance program small projects. The project cost summary must list all labor, equipment, materials and contract costs associated with making needed repairs.
11. Subrecipients expending \$750,000 or more in total Federal financial assistance in a fiscal year will be required to provide an audit made in accordance with OMB Uniform Guidance; Cost Principles, Audit, and Administrative Requirements for Federal Awards, Subpart F. A copy of the Single Audit must be submitted

to your cognizant State agency or TDEM within nine months of the end of the subrecipient's fiscal year. Consult with your financial officer regarding this requirement. If not required to submit a single audit, a letter must be sent to TDEM certifying to this.

12. Completed record and cost documents for all approved work must be for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for three (3) years after any real estate or equipment final disposition. The DHS or DPS/TDEM may direct Subrecipient to retain documents or to transfer certain records to DHS custody when DHS determines that the records possess long term retention value. During this time, all approved projects are subject to State and Federal audit/review.
13. Subrecipients will not make any award to any party which is debarred or suspended, or is otherwise excluded from participation in the Federal assistance programs (EO 12549, Debarment and Suspension). Subrecipient must maintain documentation validating review of debarment list of eligible contractors.
14. Subrecipients must keep record of equipment acquired by federal funds for the life cycle of the equipment. A life cycle for most equipment will be three years, but could be longer. If the fair market value of a piece of equipment is valued over \$5,000, FEMA will have the right to a portion of proceeds if equipment is sold. If the fair market value of a piece of equipment is less than \$5,000, the property can either be retained, sold or designated as surplus with no further obligation to FEMA.

## EXHIBIT G

### Additional Grant Certifications

Match Certification

Applicant certifies that they have the ability to meet the or exceed the cost share required of this project.

Duplication of Program Statement

Applicant certifies there has not been, nor will there be, a duplication of benefits for this project.

### **For Hazard Mitigation Projects Only:**

Maintenance Agreement

Applicant certifies that if there is a Maintenance Agreement needed for this facility copy of that agreement will be provided to TDEM.

Environmental Justice Statement

Federal Executive Order 12898 compliance requirements – If there are any concentrations of low income or minority populations in or near the HMGP project:

1. Applicant certifies that the HMGP project result will not result in a disproportionately high or adverse effect on low income or minority populations.  
OR
2. Applicant certifies that action will be taken to ensure achievement of environmental justice for low income and minority populations related to this HMGP project.

**Commissioners Court - Regular Session**

**38.**

**Meeting Date:** 10/04/2016

Thomson Reuters Ag

**Submitted For:** Dan Gattis

**Submitted By:** Hal Hawes, County Judge

**Department:** County Judge

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action on the approval of a contract with Thomson Reuters to provide online research platform services for the Williamson County District Attorney's Office (Account #: 1000642998).

**Background**

This service will be used by the District Attorney's investigators.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

[Thomson Reuters Order Form](#)

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**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Hal Hawes

Final Approval Date: 09/27/2016

**Reviewed By**

Wendy Coco

**Date**

09/27/2016 11:39 AM

Started On: 09/26/2016 04:03 PM



THOMSON REUTERS™

# Order Form

Contact your representative [kelly.bridges@thomsonreuters.com](mailto:kelly.bridges@thomsonreuters.com) with any questions. Thank you.

Order ID: **831261**

## Subscriber Information

**Account Address:**

Account #: **1000642998**  
WILLIAMSON COUNTY  
DISTRICT ATTORNEY  
PROFLEX LOCATION  
405 MARTIN LUTHER KING ST  
STE 1  
GEORGETOWN, TX 78626  
US  
512-943-1234

**Shipping Address:**

Account #: **1000642998**  
WILLIAMSON COUNTY  
DISTRICT ATTORNEY  
PROFLEX LOCATION  
405 MARTIN LUTHER KING ST  
STE 1  
GEORGETOWN, TX 78626  
US  
512-943-1234

**Billing Address:**

Account #: **1000642998**  
WILLIAMSON COUNTY  
DISTRICT ATTORNEY  
PROFLEX LOCATION  
405 MARTIN LUTHER KING ST  
STE 1  
GEORGETOWN, TX 78626  
US  
512-943-1234

This Order Form is a legal document between West Publishing Corporation and Subscriber. West Publishing Corporation also means "West", "we" or "our" and Subscriber means "you", "my" or "I".

## Renewals

### Online/Practice Solutions/Software

Svc Mat #	Renewed Product (s)	Deal Id or Agreement # when applicable	Program Details	Program Code	Current Monthly Charges	Renewal Term (Months)	Term and Increases
41308779	CLEAR PROFLEX				\$1463.00	36 Months	5% yr 1 5% yr 2 5% yr 3

## Renewal Terms

Renewal Term Monthly Charges will be based on the Monthly Charges in effect the month before the Renewal Term starts. This amount may be different from the Current Monthly Charges designated above.

Renewal Term Monthly Charges begin at the end of your Minimum Term or current Renewal Term. You are also responsible for all Excluded Charges. Excluded Charges are charges for accessing Westlaw or CLEAR data or Practice Solutions services that are not included in your subscription. Excluded Charges may change after 30 days written or online notice.

The Renewal Term will continue for the number of complete calendar months identified in the Renewal Term column above. The percent increases appear in the Term Increases column.

### MISCELLANEOUS TERMS

**Charges, Payments Taxes.** You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

**Credit Verification.** If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

**Auto Charge Credit Card/Electronic Funds Transfer Election Payment Terms.** You may authorize us to automatically charge a credit card or debit and electronic fund transfer to pay charges due. Contact Customer Service at 1-800-328-4880 for authorization procedures. If you are authorizing, as part of this order, or have already authorized us to bill a credit card or debit card or make electronic fund transfer for West subscriptions on an ongoing basis, no further action is needed.

**Returns and Refunds.** You may return a print or CD-ROM/DVD product to us within 45 days of the original shipment date if you are not completely

satisfied. Different policies apply to print products you receive as part of a program such as Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack and WestPack. Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS and Serengeti charges are not refundable. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

**Applicable Law.** This Order Form will be interpreted under Minnesota state law. Any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a United States Federal Government customer, United States federal law will apply and any claim may be brought in any federal court.

**The General Terms and Conditions**, apply to all products ordered, except print and is located at <http://static.legalsolutions.thomsonreuters.com/static/general-terms-conditions.pdf>. The General Terms and Conditions for Federal Subscribers, is located at <http://static.legalsolutions.thomsonreuters.com/static/federal-general-terms-conditions.pdf>. In the event of a conflict between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

**Banded Products Subscriptions** The number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students for the banded products you ordered appear in the Quantity column above. Our pricing for banded products is made in reliance upon that number. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable.

**Product Specific Terms.** The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at <http://static.legalsolutions.thomsonreuters.com/static/product-specific-terms.pdf>. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Campus Research
- CD-ROM Products/DVD Products
- Contract Express
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km software
- West LegalEdcenter
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access

#### Post Renewal Terms

When this Renewal Term expires the following will apply.

If you are a government subscriber, your subscription will change to a month-to-month status at the end of the Renewal Term, and your Monthly Charges will be billed at up to the then current retail rate. Thereafter, we may modify the Monthly Charges after at least 30 days notice. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the month-to-month subscription by sending at least 30 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

#### **NON-AVAILABILITY OF FUNDS FOR CLEAR GOVERNMENT SUBSCRIBERS (not available to non-government subscribers).**

If Subscriber fails to receive sufficient appropriation of funds or authorization for the expenditure of sufficient funds to continue service under the Order Form, or if Subscriber receives a lawful order issued in or for any fiscal year during the Minimum Term or Renewal Term of the Order Form that reduces the funds appropriated or authorized in such amounts as to preclude making the payments set out therein, Subscriber may submit a written notice to West seeking cancellation of the service, the Subscriber Agreement and the Order Form, if permitted under applicable law. Subscriber shall provide West with notice not less than thirty (30) days prior to the date of cancellation, and shall include a written statement documenting the reason for cancellation, including the relevant statutory authority for cancelling, and an official document certifying the non-availability of funds (e.g., executive order, an officially printed budget or other official government communication). Upon West's receipt of a valid cancellation notice, Subscriber shall pay all charges incurred for any products and/or services received prior to the effective date of the cancellation.

For questions regarding this order, please contact West Customer Service at 1-800-328-4880.

Signature for Order ID: 831261

**ACKNOWLEDGMENT**

I have read all pages and attachments to this Order Form and I accept the terms on behalf of Subscriber. I warrant that I am authorized to sign this Order Form on behalf of Subscriber.

_____ Signature of Authorized Representative for order	_____ Title
_____ Printed Name	_____ Date

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 THOMSON REUTERS™	<h2>Attachment</h2> <p>Contact your representative <a href="mailto:kelly.bridges@thomsonreuters.com">kelly.bridges@thomsonreuters.com</a> with any questions. Thank you.</p>
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Order ID: **831261**

**Payment and Shipping Information**

**Payment Method:**  
Payment Method: **WestAccount**  
Account Number: **1000642998**

**Shipping Information:**  
Shipping Method: **Ground Shipping - U.S. Only**

**Additional Information**

Created By: **0112484**  
Order Source: **27**  
Revenue Channel: **01**  
Order Date: **9/26/2016 3:51:49 PM**  
P.O. Number:

**Order Contact Information**

First Name	Last Name	Email Address	Contact Description	Contact Number
Rebecca	Clemons	<a href="mailto:rclemons@wilco.org">rclemons@wilco.org</a>	Order Confirmation Contact	28

**Office Use Only**

- Additional Contract Information included on Order. See below.
- OF Ver: <https://ordermation.west.thomson.com/esigs/ofversion.aspx?pfv=true&ordergroupid=70ff120a20f948618d9bae6602e2a186&isofview=yes>

**Commissioners Court - Regular Session**

**39.**

**Meeting Date:** 10/04/2016

Approve Advertising Bid# 1609-112, Cement

**Submitted For:** Max Bricka

**Submitted By:** Jewel Walker, Purchasing

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action on authorizing Purchasing Agent to advertise and receive bids for Bid# 1609-112, Cement.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Bid Packet

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**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Jewel Walker

Final Approval Date: 09/15/2016

**Reviewed By**

Wendy Coco

**Date**

09/15/2016 01:26 PM

Started On: 09/15/2016 08:15 AM



PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

**WILLIAMSON COUNTY PURCHASING DEPARTMENT**  
**SOLICITATION**

Cement

**BIDS MUST BE RECEIVED ON OR BEFORE:**

**Oct 26, 2016 3:30:00 PM CDT**

**BIDS WILL BE PUBLICLY OPENED:**

**Oct 26, 2016 3:30:00 PM CDT**

Notice is hereby given that sealed Bids for the above-mentioned goods and/or services will be accepted by the Williamson County Purchasing Department. Williamson County uses BidSync to distribute and receive bids. Specifications for this IFB may be obtained by registering at [www.bidsync.com](http://www.bidsync.com).

**Williamson County prefers and requests electronic submittal of this bid.**

**All electronic bids must be submitted via:** [www.bidsync.com](http://www.bidsync.com)

All interested Bidders are invited to submit a Bid in accordance with the Instructions and General Requirements, Bid Format, Bid Specifications, and Definitions, Terms and Conditions stated in this IFB.

**Bidders are strongly encouraged to carefully read this entire IFB.**

**Electronic bids are requested**, however paper bids will currently still be received, until further notice and may be mailed or delivered to the address listed below.

**Please note that a complete package must be submitted choosing one of the above two methods. Split packages submitted will be considered “unresponsive” and will not be accepted or evaluated.**

- ✓ If mailed or delivered in person, Bids and Bid addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the 'Public Announcement and General Information' listed above for this IFB, to:

Williamson County Purchasing Department  
Attn: **IFB NAME AND NUMBER**  
901 South Austin Avenue  
Georgetown, Texas 78626

- ✓ Bidders should list the Bid Number, Bid Name, Name and Address of Bidder, and the Date of the Bid opening on the outside of the box or envelope and note "Sealed Bid Enclosed."
- ✓ Bidder should submit one (1) original; **AND** one (1) CD **OR** (1) USB copy of the Bid.
- ✓ **Williamson County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder.**
- ✓ Williamson County will not accept any responsibility for Bids being delivered by third party carriers.
- ✓ Facsimile transmittals will NOT be accepted.
- ✓ Bids will be publicly opened and read aloud in the Williamson Purchasing Department at the time and date indicated above.
- ✓ All submitted questions with their answers will be posted and updated on [www.bidsync.com](http://www.bidsync.com).
- ✓ It is the Bidder's responsibility to review all documents in BidSync including any addenda that may have been added after the document packet was originally released and posted.
- ✓ Any addenda and/or other information relevant to the IFB will be posted on [www.bidsync.com](http://www.bidsync.com).
- ✓ The Williamson County Purchasing Department takes no responsibility to ensure any interested Respondent has obtained any outstanding addenda or additional information.
- ✓ Williamson County will NOT be responsible for unmarked or improperly marked envelopes.

## Bid 1609-112 Cement

Bid Number **1609-112**  
 Bid Title **Cement**  
 Expected Expenditure **\$150,000.00** (This price is expected - not guaranteed)

Bid Start Date **In Held**  
 Bid End Date **Oct 26, 2016 3:30:00 PM CDT**  
 Question & Answer End Date **Oct 21, 2016 5:00:00 PM CDT**

Bid Contact **Jewel Walker**  
**Purchasing Specialist III**  
**512-943-1692**  
**jewel.walker@wilco.org**

Contract Duration **1 year**  
 Contract Renewal **2 annual renewals**  
 Prices Good for **90 days**  
 Pre-Bid Conference **Oct 19, 2016 3:00:00 PM CDT**  
**Attendance is optional**  
**Location: Williamson County - Road and Bridge Dept**  
**3151 S.E. Inner Loop**  
**Georgetown, TX 78626**

Bid Comments **Williamson County is seeking to purchase Type I and Type II Portland Cement, conforming to Texas Department of Transportation Departmental Materials Specifications DMS-4600 "Hydraulic Cement", from qualified companies.**  
**BID CHECK LIST**

If entering an electronic bid in BIDSYNC (**PREFERRED**):  
 Pricing – Enter Bid amount on each line of bid form (2 lines)

The following documents **MUST** be completed and attached to **FIRST LINE ITEM**.

Conflict of Interest Form – Fillable form  
 References – Fillable form (or if preferred, attach your list of references here)  
 Bid Affidavit – Fillable Form - if completed in Bidsync, not necessary for notary.

If delivering a paper bid instead of electronic:

Download and complete the attached PDF Bid Form and all required bid documents listed above.

Note: Bid Affidavit must be completed and notarized if providing a Paper Bid.

Send (1) original, (2) copies and (1) USB or CD copy of the required documents in a sealed, fully labeled envelope to:

Williamson County Purchasing  
 Attn: 1609-112, Cement  
 901 South Austin Ave  
 Georgetown, TX 78626

**BIDS THAT ARE SUBMITTED PARTIALLY ELECTRONIC VIA BIDSYNC and PARTIALLY PAPER WILL BE DISQUALIFIED .**

### CONTRACT ADMINISTRATION

J. Terron Evertson , P.E. (or successor), Director of Road and Bridge, Williamson County 3151 South East Inner Loop, Suite B, Georgetown, Texas shall serve as Williamson County's Contract Administrator with designated responsibility to ensure compliance with the requirements of the Contract and any ensuing

Agreement, such as but not limited to, acceptance, inspection and delivery. The Contract Administrator will serve as liaison between the Williamson County Commissioners Court and the Successful Bidder.

### Item Response Form

Item	<b>1609-112--01-01 · ADD ALL REQUIRED DOCUMENTS TO THIS LINE ITEM</b>
Quantity	<b>1 each</b>
Unit Price	<input type="text"/>
Delivery Location	<b>Williamson County, Texas</b> <u>Road and Bridge</u> 3151 S. E. Inner Loop Suite B Georgetown TX 78626 <b>Qty 1</b> <b>Expected Expenditure \$1.00</b>

**Description**

ADD ALL REQUIRED DOCUMENTS AND BID FORM TO THIS LINE ITEM

## GENERAL NOTES AND TECHNICAL SPECIFICATIONS

### General Information

Williamson County is seeking to purchase Type I/II Portland Cement, from qualified companies and conforming to Texas Department of Transportation Departmental Materials Specifications DMS-4600 "Hydraulic Cement", Effective date: June 2011 (Formerly DMS-4600 the Hydraulic Cement Quality Monitoring Program, or HCQMP).

The cement must be bid as Item Picked Up and Item Delivered separately for both bulk supply and bags. Location is an important factor in evaluation of Bids, due to transportation costs which must be taken into consideration. **It is expected that the bagged cement will be picked up at plant site by Williamson County and bulk cement shall be delivered to the project site.** However, there will be times when the County may require bagged material to be delivered. For this reason, the County is requesting separate Bids for each item.

The County is not obligated to purchase any minimum amount and the County may purchase any reasonable amount for the same unit price. Items will be ordered on an "As Needed" basis.

Williamson County reserves the right to award the bid in whole to one vendor or to award a contract on each separate item or combination of items as may be most advantageous to the County. A primary, secondary, tertiary, and/or subsequent award may be made for this bid by the County.

It is expressly understood and agreed that in case Williamson County should need any item(s) not available within the time frame needed from the successful vendor(s) during the term of this contract, the County reserves the right to purchase the item(s) from vendors other than the successful vendor(s) and shall not be in violation of any terms or conditions of said contract.

Provide three (3) references where like services have been performed by your firm. Include name of firm, address, telephone number and name of representative.

### Definition of Terms

County: Williamson County acting by and through Williamson County Road and Bridge Division

Vendor: Successful bidder(s) of the attached invitation to bid

Engineer: Director of Road and Bridge Division

Inspector: Employee of Williamson County supplied part time or full time to the vendor's crew for the selection, prosecution, and quality control of the materials. Should the work, as well as the geographical location allow, the County may supply one foreman for multiple crews.

Specifications: Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges 2014 and most recent corresponding Special Provisions and Department Material Specifications.

DMS – 4600: The Texas Department of Transportation Departmental Materials Specification for Hydraulic Cement (Formerly DMS-4600 the Hydraulic Cement Quality Monitoring Program, or HCQMP).

ASTM C 150: American Society for Testing and Materials Standard Specification for Portland Cement

AASHTO M 85: American Association of State Highway and Transportation Officials Standard Specification for Portland Cement.

MPL: Material Producer List established and maintained by the CST/M&P of all materials conforming to the requirements of this Specification. Materials appearing on the MPL, entitled "Hydraulic Cement," require no further testing, unless deemed necessary by the Engineer or CST/M&P.

Department: Road and Bridge Division of Williamson County

### **Control of Materials**

**Source Control.** Use only materials that meet Contract requirements. Unless otherwise specified or approved, use new materials for the items. Secure the Engineer's approval of the proposed source of materials to be used before their pick up or delivery. Materials can be approved at a supply source or staging area but may be re-inspected.

**Material Quality.** Correct or remove materials that fail to meet the contract requirements, pay for cost incurred if additional sampling and testing is required by a change of source. Materials not meeting Contract requirements will be rejected, unless the Engineer approves corrective actions. Upon rejection, immediately remove and replace rejected materials. If the Vendor does not comply with this Article, the County may remove and replace defective material. The cost of testing, removal, and replacement will be deducted from invoice.

**Manufacturer Warranties.** Transfer to the County warranties and guarantees required by the Vendor or received as part of normal trade practice.

**Plant Inspection and Testing.** The Engineer or Inspector may, but is not obligated to, inspect materials at the acquisition or manufacturing source. Material samples may be obtained and tested for compliance with quality requirements. Materials produced under County inspection are for County use only unless released in writing by the Engineer.

If inspection is at the plant, Vendor must meet the following conditions unless otherwise specified:

- Cooperate fully and assist the Engineer or Inspector during the inspection
- Ensure the Engineer has full access to all parts of the plant used to manufacture or produce materials
- In accordance with pertinent items and the Contract, provide a facility at the plant for use by the Engineer or Inspector as an office or laboratory.
- Provide and maintain adequate safety measures and restroom facilities.
- Furnish and calibrate scales, measuring devices, and other necessary equipment.

The Engineer or Inspector may provide inspection for periods other than daylight hours if:

- Continuous production of materials for County use is necessary due to the production volume being handled at the plant and
- The lighting is adequate to allow satisfactory inspection.

### **General Notes**

All products furnished under the provision of the Contract shall comply with requirements which pertain to the various items of work included herein as *Standard Specifications for Construction of Highways, Streets and Bridges* of the Texas Department of Transportation, adopted November, 2014, and as amended and/or updated through special provisions, which is incorporated herein by

reference for all purposes. In the event that any requirement provided herein conflicts with the referenced Specifications, the requirements herein shall control and govern.

Cement shall be stored in closed, weatherproof containers.

Cement will be measured by the ton (dry weight) or cubic foot when applicable. When cement is furnished in trucks, the weight of cement will be determined on certified scales, or the Vendor must provide a set of standard platform truck scales at a location approved by the Engineer. Scales must conform to the requirements of Item 520, "Weighing and Measuring Equipment" of the Specifications.

When cement is furnished in bags, indicate the manufacturer's certified weight. Bags varying more than 5% from that weight may be rejected. The average weight of bags in any shipment, as determined by weighing 10 bags taken at random, must be at least the manufacturer's certified weight.

Cement will be paid for at the unit price bid for "Portland Type I/II Cement". This price is full compensation for materials, delivery, equipment, labor, tools, and incidentals, unless otherwise noted.

Vendor shall comply with insurance requirements dictated within this contract.

**ITEM 275 – Cement Treatment (Road Mixed)**

**ITEM 276 – Cement Treatment (Plant Mixed)**

**ITEM 421 – Hydraulic Cement Concrete**

Vendor shall comply with all requirements pertaining to cement, in the above items. At the time this document was created, no Special Provisions were provided by the Texas Department of Transportation.

## 1.0 **BID FORMAT AND SUBMISSION**

### 1.1 **Organization of Bid Contents for Submittal**

Each Bid should be organized and items submitted in the order described in of this IFB.

### 1.2 **Conflict of Interest**

No public official shall have interest in a contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171, as amended.

As of January 1, 2006, Bidders are responsible for complying with Local Government Code Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the Williamson County website at the following link:

<http://www.wilco.org/CountyDepartments/Purchasing/ConflictofInterestDisclosure/tabid/689/language/en-US/Default.aspx>

Each Bidder must disclose any existing or potential conflict of interest relative to the performance of the requirements of this IFB. **Examples of potential conflicts may include an existing business or personal relationship between the Bidder, its principal, or any affiliate or subcontractor, with Williamson County or any other entity or person involved in any way in the project that is the subject of this IFB.** Similarly, any personal or business relationship between the Bidder, the principals, or any affiliate or subcontractor, with any employee or official of Williamson County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with Williamson County employees or officials may be cause for termination. Williamson County will decide if an actual or perceived conflict should result in Bid disqualification.

By submitting a Bid in response to this IFB, all Bidders affirm that they have not given, nor intend to give, at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a Williamson County public servant or any employee, official or representative of same, in connection with this procurement.

**Each Bidder must provide a Conflict of Interest Statement in accordance with this IFB.**

### 1.3 **Certificate of Interested Parties**

As of January 1, 2016, Bidders are responsible for complying with the Texas Government Code Section 2252.908. The law states that Williamson County may not enter into certain contracts with a Bidder unless the Bidder submits a disclosure of interested parties to Williamson County at the time the Bidder submits the signed contract to Williamson County. The law applies only to a contract of Williamson County that either (1) requires an action or vote by the Commissioners Court before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

By January 1, 2016, the Texas Ethics Commission will make available on its website a new filing application that must be used to file Form 1295. A Bidder must use the application to enter the required information on Form 1295 and print a copy of the form and a separate certification of filing that will contain a unique certification number. An authorized agent of the Bidder must sign the printed copy of the form and have the form notarized. The completed Form 1295 and certification of filing must be filed with Williamson County.

Williamson County must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from Williamson County.

Information regarding how to use the filing application will be available on the Texas Ethics Commission website by January 1, 2016.

## 1.4 Ethics

The Bidder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Williamson County.

## 1.5 Bid Submittal Deadline

The Bid is due no later than the submittal date and time set forth in the 'Public Announcement and General Information' listed above for this IFB. Contents of each Bid shall be submitted in accordance with this IFB.

## 1.6 Delivery of Bids

Williamson County uses BidSync to distribute and receive bids and proposals Bids can be submitted electronically through BidSync or by hard copy. Refer to [www.bidsync.com](http://www.bidsync.com) for further information.

**If mailed or delivered in person**, Bids and Bid addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the 'Public Announcement and General Information' listed above for this IFB, to:

Williamson County Purchasing Department  
Attn: **BID NAME AND NUMBER**  
901 South Austin Avenue Georgetown, Texas 78626

Williamson County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder. Williamson County will not accept any responsibility for Bids being delivered by third party carriers. Bidder should submit one (1) original, and one (1) copy of their Bid on CD (or other portable storage device). Bids will be opened publicly and read aloud. In the case of an RFP (Request for Proposal) submissions may be recognized in a manner to avoid public disclosure of contents; however, names of Bidders will then be read aloud.

Bidders should list the Bid Number, Bid Name, Name and Address of Bidder, and the Date of the Bid opening on the outside of the box or envelope and note "Sealed Bid Enclosed."

## 2.1 INSTRUCTIONS AND GENERAL REQUIREMENTS RELATED TO THIS BID

Read this document carefully. Follow all instructions and requirements. You are responsible for fulfilling all requirements and specifications. Be sure you have a clear understanding of this IFB.

General requirements apply to all advertised IFBs; however, these may be superseded, in whole or in part, by the Bid Specifications, Addenda issued as a part of this IFB and Modifications issued as a part of this IFB. Be sure your Bid package is complete.

## 2.2 Ambiguity, Conflict, or other Errors in the IFB

If Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in this IFB, Bidder shall immediately notify Williamson County Purchasing Department of such error in writing and request modification or clarification of the document.

Modifications will be made by issuing Addenda. If the Bidder fails to notify Williamson County prior to the date and time fixed for submission of Bids of an error or ambiguity in the IFB known to Bidder, or an error or ambiguity that reasonably should have been known to Bidder, then Bidder shall be deemed to have waived the error or ambiguity or its later resolution.

Williamson County may also modify the IFB, no later than 48 hours prior to the date and time fixed for submission of Bids, by issuance of an Addendum. All addenda will be numbered consecutively, beginning with 1.

## 2.3 Notification of Most Current Address

Bidders in receipt of this IFB shall notify the Williamson County Purchasing Department of any address changes, contact person changes, and/or telephone number changes no later than 48 hours prior to the date and time fixed for submission of Bids.

## 2.4 Bid Preparation Cost

Cost of developing Bids is entirely the responsibility of Bidders and shall not be charged to Williamson County.

## 2.5 Signature of Bidder

If the Bidder is a Corporation or Limited Liability Company, the legal name of the Corporation or Limited Liability Company shall be provided together with the signature of the officer or officers authorized to sign on behalf of such entity.

If the Bidder is a General Partnership, the true name of the firm shall be provided with the signature of each partner authorized to sign.

If the Bidder is a Limited Partnership, the name of the Limited Partner's General Partner shall be provided with the signature of the officer authorized to sign on behalf of the General Partner.

If the Bidder is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall sign.

If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited Liability Company, General Partner or a member of a General Partnership, a power of attorney or equivalent document must be submitted to the Williamson County Purchasing Department.

## 2.6 Assumed Business Name

If the Bidder operates business under an Assumed Business Name, the Bidder must have on file with the Williamson County Clerk a current Assumed Name Certificate and provide a file marked copy of same.

## 2.7 Bid Obligation

The contents of the IFB, Bid, and any clarification thereof submitted by the Successful Bidder shall become part of the contractual obligation and incorporated by reference into the Contract and any ensuing Agreement.

## 2.8 Compliance with IFB Specifications

It is intended that this IFB describe the requirements and the Bid format in sufficient detail to secure comparable Bids. Failure to comply with all provisions of the IFB may, at the sole discretion of Williamson County, result in disqualification.

## 2.9 Withdrawal of Bid

The Bidder may withdraw its Bid by submitting a written request over the signature of an authorized individual, as described herein above, to the Williamson County Purchasing Department any time prior to the submission deadline. The Bidder may thereafter submit a new Bid prior to the deadline. Modification of the Bid in any manner will not be considered if submitted after the deadline. Withdrawal of a Bid after the deadline will be subject to written approval of the Williamson County Purchasing Agent.

## 2.10 Evaluation/Award

Williamson County reserves the right to use all pertinent information (also learned from sources other than disclosed in the BID process) that might affect Williamson County's judgment as to the appropriateness of an award to the lowest and best evaluated Bid. This information may be appended to the Bid evaluation process results. Information on a Bidder from reliable sources, and not within the Bidder's Bid, may also be noted and made part of the evaluation file. Williamson County shall have sole discretion for determining the reliability of the source.

To ensure the proper and fair evaluation of a solicitation, Williamson County prohibits unsolicited communication initiated by the Bidder to the County Official or Employee evaluating or considering the Bids prior to the time an award has been made. Unsolicited communication may be ground for disqualifying the offending Bidder from consideration or award of the solicitation then in evaluation, or any future solicitation.

Communication between Bidder and the County will be initiated by the appropriate County Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the solicitation.

To award the lowest responsible bidder in accordance with Texas Government Code and Local Government Code, the County may consider, to the extent allowed by law, the following:

- Price
- Bidder's experience and reputation
- Quality of the Bidder's goods and/or services
- Bidder's safety record
- Bidder's proposed personnel
- Bidder's financial capabilities
- Any other relevant factors specifically listed in the IFB

## **Consideration of Location of Principal Office**

Pursuant to Texas Local Government Code Section 271.905, in purchasing under this title any real property or personal property that is not affixed to real property, if Williamson County receives one or more Bids from a Bidder whose principal place of business is in Williamson County and whose Bid is within three percent (3%) of the lowest bid price received by Williamson County from a Bidder who is not a resident of Williamson County, Williamson County may enter into a contract with: the lowest Bidder; or the Bidder whose principal place of business is in Williamson County if the Williamson County Commissioners Court determines, in writing, that the local Bidder offers Williamson County the best combination of contract price and additional economic development opportunities for Williamson County created by the contract award, including the employment of residents of Williamson County and increased tax revenues to Williamson County.

This consideration does not prohibit Williamson County from rejecting all Bids. It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all Bids for any or all goods and/or services covered in this IFB, and to waive informalities or defects in the Bid or to accept such Bid it shall deem to be in the best interest of Williamson County.

Awards should be made approximately sixty (60) business days after the Bid opening date Results may be obtained by viewing the Williamson County vendor portal at the following link:

<http://www.wilco.org/CountyDepartments/Purchasing/SearchforaPastBid/tabid/5213/language/en-US/Default.aspx>

## **2.11 Responsibility**

It is expected that a prospective Bidder will be able to affirmatively demonstrate Bidder's responsibility. A prospective Bidder should be able to meet the following requirements:

- a) have adequate financial resources, or the ability to obtain such resources as required;
- b) be able to comply with the required or proposed delivery schedule;
- c) have a satisfactory record of performance that can be determined thru references provided
- d) have a satisfactory record of performance with Williamson County; and e) be otherwise qualified and eligible to receive an award.

Williamson County may request representation and other information sufficient to determine Bidder's ability to meet these minimum standards listed above.

## **2.12 Firm Pricing**

For unit price items, all of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. Bidder must submit a firm price that must be good from the date of Bid opening for the fixed period of time set out in this IFB. Unless the IFB expressly states otherwise, this period shall be until the end of the Initial Contract Period. Bids which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a contract for the period implied or expressly stated in the lowest and best Bid.

## **2.13 Purchase Orders**

If required by the Williamson County Purchasing Department, a purchase order(s) may be generated to the Successful Bidder for goods and/or services. If a purchase order is issued, the purchase order number must appear on all itemized invoices and/or requests for payment.

## **2.14 Silence of Specifications**

The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

## **2.15 References**

Williamson County may require Bidder to supply a list of at least three (3) references where like services and/or goods have been supplied by their firm within the past five (5) years. References should be provided in accordance with this IFB.

## **3.1 DEFINITIONS, TERMS AND CONDITIONS**

### **3.2 Definitions**

- a) "Addenda" – Means any written or graphic instruments issued by Williamson County prior to the consideration of Bids which modify or interpret the Bid Documents by additions, deletions, clarifications, or corrections.
- b) "Agreement" – The Successful Bidder may be required by Williamson County to sign an additional Agreement containing terms necessary to ensure compliance with the IFB and Bidder's Bid. Such ensuing Agreement(s) shall contain the Bid Specifications, Terms and Conditions that are derived from the IFB.
- c) "Contract" – This IFB and the Bid of the Successful Bidder shall become a contract between the Successful Bidder and Williamson County once the Successful Bidder's Bid is properly accepted by the Williamson County Commissioners Court.
- d) "Bid Documents" – The Legal Notice, IFB including attachments, and any Addenda issued by Williamson County prior to the consideration of any Bids.
- e) "Bid" – The completed and signed bid form referred to as the Price Sheet and ALL required forms and documentation listed in the bid package which have been submitted in accordance with the terms and conditions described in the IFB package. A Bid submitted in accordance with this IFB is irrevocable during the specified period for evaluation and acceptance of Bids unless a waiver is obtained from the Williamson County Purchasing Agent.
- f) "Bidder" – A person or entity who submits a Bid in response to this IFB.
- g) "IFB" – Refers to this document, together with the attachments thereto and any future addenda issued by Williamson County.
- h) "Successful Bidder" – The liable Bidder to whom Williamson County intends to award the Contract.

#### **3.2.1 Venue and Governing Law**

Bidder hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this IFB, the Contract and any ensuing Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this IFB, the Contract and any ensuing Agreement is governed by the laws of the United States, this IFB, the Contract and any ensuing Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

#### **3.2.2 Incorporation by Reference and Precedence**

The Contract shall be derived from (1) the IFB and its Schedules; and (2) the Bidder's Bid. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) the IFB and its Schedules; and (2) the Bidder's Bid.

In the event Williamson County requires that an ensuing Agreement be executed following award and a dispute arises between the terms and conditions of the ensuing Agreement, (2) the IFB, and its Schedules; and (3) the Bidder's Bid, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) terms and conditions of the ensuing Agreement, (2) the IFB; and (3) the Bidder's Bid.

#### **3.2.3 Ownership of Bid**

Each Bid shall become the property of Williamson County upon submittal and will not be returned to Bidders unless received after the submittal deadline.

#### **3.2.4 Disqualification of Bidder**

Upon signing and submittal of the Bid, a Bidder offering to sell supplies, materials, services, or equipment to Williamson County certifies that the Bidder has not violated the antitrust laws of this state codified in Section 15.01, et seq, Business & Commerce Code, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all Bids may be rejected if Williamson County believes that collusion exists among the Bidders.

#### **3.2.5 Funding**

Williamson County intends to budget and make sufficient funds available and authorize funds for expenditure to finance the costs of the Contract. Bidders understand and agree that the County's payment of amounts under the Contract shall be contingent on Williamson County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to make payments under this Contract.

### 3.2.6 Assignment, Successors and Assigns

The Successful Bidder may not assign, sell, or otherwise transfer the Contract or any other rights or interests obtained under the Contract without written permission of the Williamson County Commissioners Court. The Contract and any ensuing Agreement shall be binding upon and inure to the benefit of the contracting parties hereto and their respective successors and permitted assigns.

### 3.2.7 Implied Requirements

Products or services not specifically described or required in the IFB, but are necessary to provide the functional capabilities described by the Bidder, shall be implied and deemed to be included in the Bid.

### 3.2.8 Termination

- a) **Termination for Cause:** Williamson County reserves the right to terminate the Contract and/or any ensuing Agreement for default if the Successful Bidder breaches any of the IFB Specifications, Terms and Conditions, including warranties of Bidder, if any, or if the Successful Bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies Williamson County may have at law or in equity or as may otherwise be provided hereunder. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to Williamson County's satisfaction, and/or to meet all other obligations and requirements.
- b) **Termination for Convenience:** Williamson County may terminate the Contract and/or any ensuing Agreement for convenience and without cause or further liability, upon no less than thirty (30) calendar day's written notice to Successful Bidder. Williamson County reserves the right to extend this period if it is in the best interest of the County. In the event Williamson County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to the Successful Bidder for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Williamson County's termination for convenience.

### 3.2.9 Non-Performance

It is the objective of Williamson County to obtain complete and satisfactory performance of the requirements set forth herein. In addition to any other remedies available at law, in equity or that may be set out herein, failure to perform may result in a deduction of payment equal to the amount of the goods and/or services that were not provided and/or performed to Williamson County's satisfaction. In the event of such non-performance, Williamson County shall have the right, but shall not be obligated, to complete the services itself or by others and/or purchase the goods from other sources. If Williamson County elects to acquire the goods or perform the services itself or by others, pursuant to the foregoing, the Successful Bidder shall reimburse Williamson County, within ten (10) calendar days of demand, for all costs incurred by Williamson County (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting the nonperformance which the Successful Bidder fails to meet pursuant to the requirements set out herein. In the event the Successful Bidder refuses to reimburse Williamson County as set out in this provision, Williamson County shall have the right to deduct such reimbursement amounts from any amounts that may be then owing or that may become owing in the future to the Successful Bidder.

### 3.2.10 Proprietary Information and Texas Public Information Act

All material submitted to Williamson County shall become public property and subject to the Texas Public Information Act upon receipt. If a Bidder does not desire proprietary information in the Bid to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. Williamson County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Bidder, Williamson County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Bidder.

To the extent, if any, that any provision in this IFB or in the Bidder's Bid is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Williamson County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to Williamson County as to whether or not the same are available to the public. It is further understood that Williamson County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Williamson County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to Williamson County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

### **3.2.11 Right to Audit**

Successful Bidder agrees that Williamson County or its duly authorized representatives shall, until the expiration of three (3) years after termination or expiration of the services to be performed, have access to and the right to examine and photocopy any and all books, documents, papers and records of Successful Bidder, which are directly pertinent to the services to be performed or goods to be delivered for the purposes of making audits, examinations, excerpts and transcriptions. Successful Bidder agrees that Williamson County shall have access during normal working hours to all necessary facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Williamson County shall give Successful Bidder reasonable advance notice of intended audits.

### **3.2.12 Testing and Inspections**

Williamson County reserves the right to inspect and test equipment, supplies, materials and goods for quality and compliance with this IFB, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, Williamson County can deem the Bidder to be in breach and terminate the Contract and/or any ensuing Agreement(s).

### **3.2.13 Bid Preparation Cost**

Cost of developing Bids is the sole responsibility of Bidders and shall not be charged to Williamson County. There is no expressed or implied obligation for Williamson County to reimburse Bidders for any expense incurred in preparing a Bid in response to this IFB and Williamson County will not reimburse Bidders for such expenses.

### **3.2.14 INDEMNIFICATION**

**SUCCESSFUL BIDDER SHALL INDEMNIFY, DEFEND AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS, EMPLOYEES, AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM ACTIVITIES OF BIDDER, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED HEREUNDER THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF BIDDER OR ANY OF BIDDER'S AGENTS, SERVANTS OR EMPLOYEES, AS WELL AS ALL CLAIMS OF LOSS OR DAMAGE TO THE BIDDER'S AND WILLIAMSON COUNTY'S PROPERTY, EQUIPMENT, AND/OR SUPPLIES.**

**FURTHERMORE, WILLIAMSON COUNTY, ITS OFFICIALS, EMPLOYEES, AGENTS AND AGENTS' EMPLOYEES SHALL NOT BE LIABLE FOR DAMAGES TO THE SUCCESSFUL BIDDER ARISING FROM ANY ACT OF ANY THIRD PARTY, INCLUDING, BUT NOT BEING LIMITED TO THEFT. SUCCESSFUL BIDDER FURTHER AGREES TO INDEMNIFY, DEFEND AND SAVE HARMLESS WILLIAMSON COUNTY FROM, ITS OFFICIALS, EMPLOYEES, AGENTS AND AGENTS' EMPLOYEES AGAINST ALL CLAIMS OF WHATEVER NATURE ARISING FROM ANY ACCIDENT, INJURY, OR DAMAGE WHATSOEVER CAUSED TO ANY PERSON OR TO THE PROPERTY OF ANY PERSON OCCURRING IN RELATION TO SUCCESSFUL BIDDER'S PERFORMANCE OF ANY SERVICES REQUESTED HEREUNDER DURING THE TERM OF THE CONTRACT AND/OR ANY ENSUING AGREEMENT(S).**

**SUCCESSFUL BIDDER SHALL TIMELY REPORT ALL CLAIMS, DEMANDS, SUITS, ACTIONS, PROCEEDINGS, LIENS OR JUDGMENTS TO WILLIAMSON COUNTY AND SHALL, UPON THE RECEIPT OF ANY CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT, NOT LATER THAN THE FIFTEENTH (15<sup>TH</sup>) DAY OF EACH MONTH; PROVIDE WILLIAMSON COUNTY WITH A WRITTEN REPORT ON EACH SUCH MATTER, SETTING FORTH THE STATUS OF EACH MATTER, THE SCHEDULE OR PLANNED PROCEEDINGS WITH RESPECT TO EACH MATTER AND THE COOPERATION OR ASSISTANCE, IF ANY, OF WILLIAMSON COUNTY REQUIRED BY SUCCESSFUL BIDDER IN THE DEFENSE OF EACH MATTER. SUCCESSFUL BIDDER'S DUTY TO DEFEND, INDEMNIFY AND HOLD WILLIAMSON COUNTY HARMLESS SHALL BE ABSOLUTE. IT SHALL NOT ABATE OR END BY REASON OF THE EXPIRATION OR TERMINATION OF THE CONTRACT AND/OR ANY ENSUING AGREEMENT(S) UNLESS OTHERWISE AGREED BY WILLIAMSON COUNTY IN WRITING. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND SHALL REMAIN IN FULL FORCE AND EFFECT WITH RESPECT TO ALL SUCH MATTERS NO MATTER WHEN THEY ARISE.**

**IN THE EVENT OF ANY DISPUTE BETWEEN THE PARTIES AS TO WHETHER A CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT APPEARS TO HAVE BEEN CAUSED BY OR APPEARS TO HAVE ARISEN OUT OF OR IN CONNECTION WITH ACTS OR OMISSIONS OF WILLIAMSON COUNTY, BIDDER SHALL NEVER-THE- LESS FULLY DEFEND SUCH CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT UNTIL AND UNLESS THERE IS A DETERMINATION BY A COURT OF COMPETENT JURISDICTION THAT THE ACTS AND OMISSIONS OF BIDDER ARE NOT AT ISSUE IN THE MATTER.**

**SUCCESSFUL BIDDER'S INDEMNIFICATION SHALL COVER, AND SUCCESSFUL BIDDER AGREES TO INDEMNIFY WILLIAMSON COUNTY, IN THE EVENT WILLIAMSON COUNTY IS FOUND TO HAVE BEEN NEGLIGENT FOR HAVING** p. 14

**SELECTED SUCCESSFUL BIDDER TO PER THE WORK DESCRIBED IN THIS REQUEST. THE PROVISION BY SUCCESSFUL BIDDER OF INSURANCE SHALL NOT LIMIT THE LIABILITY OF SUCCESSFUL BIDDER UNDER THE CONTRACT AND/OR ANY ENSUING AGREEMENT.**

### **3.2.15 Waiver of Subrogation**

Successful Bidder and Successful Bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Williamson County as an indirect party to any suit arising out of personal or property damages resulting from the Bidder's performance under this Contract and any ensuing Agreement.

### **3.2.16 Relationship of the Parties**

The Successful Bidder shall be an independent contractor and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions herein which may appear to give Williamson County the right to direct the Successful Bidder as to details of doing work herein covered or to exercise a measure of control over the work shall be deemed to mean that the Successful Bidder shall follow the desires of Williamson County in the results of the work only. Williamson County shall not retain or have the right to control the Successful Bidder's means, methods or details pertaining to the Successful Bidder's performance of the work. Williamson County and the Successful Bidder hereby agree and declare that the Successful Bidder is an independent contractor and as such meets the qualifications of an "Independent Contractor" under Texas Workers Compensation Act, Texas Labor Code, Section 406.141, that the Successful Bidder is not an employee of Williamson County, and that the Successful Bidder and its employees, agents and sub-contractors shall not be entitled to workers compensation coverage or any other type of insurance coverage held by Williamson County.

### **3.2.17 Sole Provider**

The Successful Bidder agrees and acknowledges that it shall not be considered a sole provider of the goods and/or services described herein and that Williamson County may contract with other providers of such goods and/or services if Williamson County deems, at its sole discretion, that multiple providers of the same goods and/or services will serve the best interest of Williamson County.

### **3.2.18 Force Majeure**

If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

### **3.2.19 Severability**

If any provision of this IFB, the Contract or any ensuing Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof, but rather the entire IFB, Contract or any ensuing Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this IFB, the Contract or any ensuing Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this IFB, the Contract or any ensuing Agreement and be deemed to be validated and enforceable.

### **3.2.20 Equal Opportunity**

Neither party shall discriminate against any employee or applicant for employment because of race, color, sex, religion or national origin.

### **3.2.21 Notice**

Any notice to be given shall be in writing and may be affected by personal delivery, or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

Williamson County Purchasing Department Purchasing Agent 901 South Austin Avenue Georgetown, Texas 78626

Bidder: Address set out in IFB referred to as the Bid Affidavit.

Notices given in accordance with this provision shall be effective upon (i) receipt by the party to which notice is given, or (ii) on the third

### **3.2.22 Sales and Use Tax Exemption**

Williamson County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended, and the services and/or goods subject hereof are being secured for use by Williamson County.

### **3.2.23 Compliance with Laws**

Williamson County and Successful Bidder shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Contract and any ensuing Agreement, including, without limitation, Workers' Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, the Successful Bidder shall furnish Williamson County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

### **3.2.24 Incorporation of Schedules, Exhibits, Appendices & Attachments**

All of the Schedules, Exhibits, Appendices and Attachments referred to herein are incorporated by reference as if set forth verbatim herein. All of the Schedules, Exhibits, Appendices and Attachments referred to herein are incorporated by reference as if set forth verbatim herein. Any conflicting terms in the contract documents will be resolved at the sole discretion of the Williamson County Commissioners Court.

### **3.2.25 No Waiver of Immunities**

Nothing herein shall be deemed to waive, modify or amend any legal defense available at law or in equity to Williamson County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Williamson County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

### **3.2.26 No Waiver**

The failure or delay of any party to enforce at any time or any period of time any of the provisions of this IFB, the Contract or any ensuing Agreement shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

### **3.2.27 Current Revenues**

The obligations of the parties under the Contract and any ensuing Agreement do not constitute a general obligation or indebtedness of Williamson County for which Williamson County is obligated to levy, pledge, or collect any of taxation. It is understood and agreed that Williamson County shall have the right to terminate the Contract and any ensuing Agreement at the end of any Williamson County fiscal year if the governing body of Williamson County does not appropriate sufficient funds as determined by Williamson County's budget for the fiscal year in question. Williamson County may effect such termination by giving written notice of termination to the Successful Bidder at the end of its then-current fiscal year.

### **3.2.28 FOB – Destination**

To the extent applicable to this IFB, all of the items listed are to be Free On Board to final destination (FOB Destination) with all transportation charges if applicable to be included in the Bid, unless otherwise specified in the Invitation for Bids. The title and risk of loss of the goods shall not pass to Williamson County until receipt and acceptance takes place at the FOB Destination point.

### **3.2.29 Binding Effect**

This Contract and any ensuing Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

### **3.2.30 Assignment**

The Successful Bidder's interest and duties hereunder may not be assigned or delegated to a third party without the express written consent of Williamson County.

### **3.2.31 Safety**

Successful Bidder is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with any services to be provided hereunder. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

### **3.2.32 General Obligations and Reliance**

Successful Bidder shall perform all services and/or provide all goods, as well as those reasonably inferable and necessary for completion and provision of services and/or goods required hereunder. The Successful Bidder shall keep Williamson County informed of the progress and quality of the services. Successful Bidder agrees and acknowledges that Williamson County is relying on Successful Bidder's represented expertise and ability to provide the goods and/or services described herein. Successful Bidder agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of Williamson County in accordance with Williamson County's requirements and procedures. Successful Bidder's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Williamson County nor shall the Successful Bidder be released from any liability by reason of such approval by Williamson County, it being understood that Williamson County at all times is ultimately relying upon the Successful Bidder's skill and knowledge in performing the services and providing any goods required hereunder.

### **3.2.33 Estimated Quantities**

To the extent applicable to this IFB, the estimated quantity of each item listed in this IFB is only an estimate -- the actual quantity to be purchased may be more or less. Williamson County is not obligated to purchase any minimum amount, and Williamson County may purchase any reasonable amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the Bid.

### **3.2.34 Contractual Development**

The contents of the IFB and the selected Bid will become an integral part of the Contract, but may be modified, at Williamson County's sole discretion, by provisions of an ensuing Agreement. Therefore, the Bidder must agree to inclusion in an ensuing Agreement of the Bid Specifications, Terms and Conditions of this IFB. If an ensuing Agreement is required under this IFB, information relative to the Agreement will be located in the Special Provisions Section of this IFB.

### **3.2.35 Survivability**

All applicable agreements that were entered into between Successful Bidder and Williamson County under the terms and conditions of the Contract and/or any ensuing Agreement shall survive the expiration or termination thereof for ninety (90) days unless a new contract has been awarded.

### **3.2.36 Air Quality**

In determining the overall best Bid, Williamson County may, to the extent applicable, exercise the following option granted to local governments under the Texas Local Government Code.

Option – TLGC § 271.907. This option allows Williamson County to evaluate Bids and give preference to goods and/or services of a Bidder that demonstrates that the Bidder meets or exceeds any and all state or federal environmental standards, including voluntary standards, relating to air quality. If the Bid being submitted will have an effect on air quality for Williamson County (as it relates to any state, federal, or voluntary air quality standard), then the Bidder is encouraged to provide information in narrative indicating the anticipated air quality impact. Bidders are expected to meet all mandated state and federal air quality standards.

### **3.2.37 Entire Agreement**

The Contract and any ensuing Agreement shall supersede all prior Agreements, written or oral between the Successful Bidder and Williamson County and shall constitute the entire Agreement and understanding between the parties with respect to the services and/or

goods to be provided. Each of the provisions herein shall be binding upon the parties and may not be waived, modified amended or altered except by writing signed by the Successful Bidder and Williamson County.

### 3.2.38 Payment

Williamson County's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Williamson County receives the goods under the Contract; (2) the date the performance of the service under the Contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by Williamson County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Williamson County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice submitted by Successful Bidder, Williamson County shall notify Successful Bidder of the error not later than the twenty first (21st) day after the date Williamson County receives the invoice. If the error is resolved in favor of Successful Bidder, Successful Bidder shall be entitled to receive interest on the unpaid balance of the invoice submitted by Successful Bidder beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of Williamson County, Successful Bidder shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice is not paid by the appropriate date.

As a minimum, invoices shall include:

- a) Name, address, and telephone number of Successful Bidder and similar information in the event the payment is to be made to a different address
- b) Williamson County contract, Purchase Order, and/or delivery order number
- c) Identification of items or service as outlined in the Contract
- d) Quantity or quantities, applicable unit prices, total prices, and total amount
- e) Any additional payment information which may be called for by the Contract

Payment inquiries should be directed to the Williamson County Auditor's Office, Accounts Payable Department: [accountspayable@wilco.org](mailto:accountspayable@wilco.org) , 512-943-1500.

### 3.2.39 Contractual Formation and Ensuing Agreement

The IFB and the Bidder's Bid, when properly accepted by the Williamson County Commissioners Court, shall constitute a contract equally binding between the Successful Bidder and Williamson County.

**If an ensuing Agreement is required by this IFB, that information will be provided in Special Provisions section of this IFB.** The Successful Bidder shall be required to execute the Agreement at the Williamson County Purchasing Department approximately ten (10) calendar days after the Successful Bidder is notified of award. The ensuing Agreement shall be in the same form as the Agreement which is attached to the end of this IFB. The only anticipated changes in the ensuing Agreement will be to include additional exhibits, to fill in blanks to identify the Successful Bidder, and terms relating to the compensation, or to revise the Agreement to accommodate corrections, changes in the scope of services, or changes pursuant to Addenda issued. **Bidders should raise any questions regarding the terms of the Agreement in the of written questions or submittals as described in the Public Announcement and General Information portion of this IFB.** Because the signed ensuing Agreement will be substantively and substantially derived from the attached Agreement, each Bidder is urged to seek independent legal counsel as to any questions about the terms, conditions or provisions contained in the Agreement **before** submitting a Bid. Again, the attached Agreement contains important legal provisions and is considered part and parcel of this IFB. Failure or refusal to sign aforesaid Agreement shall be grounds for Williamson County to revoke any award which has been issued, forfeit Bid security, if applicable, and select another Bidder.

### 3.2.40 Cooperative Purchasing Program

During the term of the Contract resulting from this IFB, Williamson County would like to afford the same prices, terms and conditions to other political subdivisions or public entities. Another entity's participation in the Contract resulting from this Invitation to Bid is subject to a properly authorized Purchasing Cooperative Inter-local Agreement with Williamson County. Any liability created by Purchase Orders issued against the Contract shall be the sole responsibility of the governmental agency placing the order.

### 3.2.41 Insurance Requirements

To the extent applicable Insurance information will appear in the Special Provisions section of this IFB.

### **3.2.42 Bidders Bond, Warranty Bond, Performance and Payment Bonds**

To the extent applicable Bond information will appear in the Special Provisions section of this IFB.

### **3.2.43 Legal Liability Information**

The Successful Bidder shall disclose all legal liability information by listing any pending litigation or anticipated litigation that your firm is involved in, including but not limited to, potential or actual legal matters with private parties and any local, State, Federal or international governmental entities. Williamson County reserves the right to consider legal liability information in the recommendation of any proposed contract to the Williamson County Commissioners Court.

### **3.2.44 Inclement Weather**

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal submission deadline, the bid closing will automatically be postponed until the next business day the County is open. If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the County of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The County reserves the right to make the final judgment call to extend any deadline.

## CONFLICT OF INTEREST QUESTIONNAIRE

**For vendor or other person doing business with local governmental entity**

**Form CIQ**

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

**OFFICE USE ONLY**

Date Received

1

**Name of person doing business with local governmental entity.**

2

**Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3

**Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.**

5

6

4

**Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.**

5

6



**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor or other person doing business with local governmental entity**

**Form CIQ**  
**Page 2**

5

**Name of local government officer with whom filer has affiliation or business relationship.**  
**(Complete this section only if the answer to A, B, or C is YES.)**

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

- A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?  
 Yes  No
- B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?  
 Yes  No
- C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?  
 Yes  No

D. Describe each affiliation or business relationship.

	5
	6

**6. Describe any other affiliation or business relationship that might cause conflict of interest:**

	5
	6

7

--

Signature of person doing business with the governmental entity

--

Date

**Signature not required if completing in BIDSYNC electronically.**

# Bidder References

List the last (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this IFB package, were recently provided by Bidder.

## Reference 1

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

	5
	6

## Reference 2

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

	5
	6

**Reference 3**

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

# WILLIAMSON COUNTY BID FORM

## CEMENT FOR WILLIAMSON COUNTY UNIFIED ROAD AND BRIDGE SYSTEM

NAME OF BIDDER: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_

Mobile Phone: (\_\_\_\_\_) \_\_\_\_\_

ITEM #	DESCRIPTION	UNIT	EXPECTED QUANTITY	UNIT PRICING – DELIVERED TO CENTRAL MAINTENANCE FACILITY <sup>1</sup>	UNIT PRICING DELIVERED TO PROJECT SITE WITHIN WILCO AND SPREAD	UNIT PRICING - PICKED UP
1	Portland Cement Type I/II	Ton	3,500			
2	Portland Cement Type I/II	Bag <sup>2</sup>	200			

Note 1: Wilco Central Maintenance Facility, Road and Bridge, 3151 SE Inner Loop, Georgetown, TX 78627

Note 2: Bag size shall be 94 lb.

\_\_\_\_\_  
Signature of Person Authorized to Sign Bid

Date of Bid: \_\_\_\_\_

Printed Name and Title of Signer: \_\_\_\_\_

**DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH BID**

### BID AFFIDAVIT

**This form must be completed, signed, notarized and returned with Bid package**

The undersigned certifies that the IFB and the Bidder's Bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Bid, and upon the conditions contained in the IFB.

STATE OF

COUNTY OF

BEFORE ME, the undersigned authority, a Notary Public in and for the State of , on this day

personally appeared , (*Name of Signer*), who after being by me duly sworn,

did depose and say: "I, , (*Name of Signer*) am a duly authorized officer of/agent

for , (*Name of Respondent*) and have been duly authorized to execute the

foregoing on behalf of the said , (*Name of Respondent*).

I hereby certify that the foregoing Bid has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this Bid. Further, I certify that the Bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities Bid on, or to influence any person or persons to submit a Bid or not to submit a Bid thereon."

Name of Respondent:

Address of Respondent:

Email:

Telephone#:

By:

Printed Name:

Title:

SUBSCRIBED AND SWORN to before me by the above-named

on this the  day of  , 20.

Notary Public in and for

The State of

**SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.**

## Question and Answers for Bid #1609-112 - Cement

### Overall Bid Questions

There are no questions associated with this bid.

**Commissioners Court - Regular Session**

**40.**

**Meeting Date:** 10/04/2016

Acknowledgement of Automatic Renewal 14RFP00204

**Submitted For:** Max Bricka

**Submitted By:** Sydney Richardson, Purchasing

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on acknowledging the automatic renewal of the Farm Lease (192 Acres) with Nadine Johnson and Jerry Roznovak, on Contract 14RFP00204.

**Background**

This Agreement was initially approved on 12/10/2013 for a start date of 01/01/2014, for nine (9) months, with an automatic renewal of additional one (1), four (4) year terms. This is to inform the Court of the automatic fourth (4th) renewal period. The original signed agreement is attached.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

1 - Original Agreement

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Sydney Richardson

Final Approval Date: 09/21/2016

**Reviewed By**

Wendy Coco

**Date**

09/21/2016 10:34 AM

Started On: 09/21/2016 08:11 AM

**Commissioners Court - Regular Session**

**41.**

**Meeting Date:** 10/04/2016

Acknowledgement of Lease Renewal 14RFP00205

**Submitted For:** Max Bricka

**Submitted By:** Sydney Richardson, Purchasing

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on acknowledging the automatic renewal of the Farm Lease (142.3 Acres) with John and Christy Noren, on Contract 14RFP00205.

**Background**

The Agreement was initially approved on 12/10/2013 for a start date of 01/01/2014, for nine (9) months, with an automatic renewal of additional one (1) year, four (4) year terms. This is to inform the Court of the automatic fourth (4th) renewal period. The original signed Agreement is attached.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

**Attachments**

1 - Original Agreement

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Sydney Richardson

Final Approval Date: 09/21/2016

**Reviewed By**

Wendy Coco

**Date**

09/21/2016 10:34 AM

Started On: 09/21/2016 08:33 AM

## FARM LEASE

THE STATE OF TEXAS           §

COUNTY OF WILLIAMSON       §

THIS FARM LEASE (the "Lease") is made and entered into by and between Williamson County, Texas, being a political subdivision of the State of Texas, hereinafter referred to as "Lessor", and John W. Noren and Christy Noren, hereinafter referred to as "Lessee."

In consideration of the rent and the covenants herein contained on the part of Lessee to be kept and performed, the Lessor does hereby lease, demise and let unto the Lessee, and the Lessee hires and rents the SURFACE ONLY, excluding the minerals, of approximately 142.3 acres, more or less, situated in Williamson County, Texas, as described in Exhibit "A", "A-1" and "A-2" (the "Premises"), subject to the following terms and conditions:

### ARTICLE 1: TERM OF LEASE

The total term of this Lease shall be four (4) years and nine (9) months, commencing on the 1<sup>st</sup> day of January, 2014 (the "Commencement Date") and terminating on the 30<sup>th</sup> day of September, 2018 (the "Termination Date"), unless sooner terminated in accordance with this Lease. The five (5) separate lease periods that make up the total term of this Lease are as follows:

**First Lease Period:           January 1, 2014 to September 30, 2014 (9 months)**  
**Second Lease Period:       October 1, 2014 to September 30, 2015 (12 months)**  
**Third Lease Period:         October 1, 2015 to September 30, 2016 (12 months)**

**Fourth Lease Period: October 1, 2016 to September 30, 2017 (12 months)**

**Fifth Lease Period: October 1, 2017 to September 30, 2018 (12 months)**

## **ARTICLE 2: RENT; PAYMENT OF RENT**

### **A. Rent:**

- 1. Rent for the First Lease Period (9 Months):** Lessee agrees to pay to Lessor, as rent for the Premises, the sum of \$10,672.50 (approximately 142.3 acres at \$75.00 per acre) for the First Lease Period (9 months).
- 2. Rent for Each Twelve (12) Month Lease Period Following the First Lease Period:** Lessee agrees to pay to Lessor, as rent for the Premises, the sum of \$10,672.50 (approximately 142.3 acres at \$75.00 per acre) for each twelve (12) month lease period following the First Lease Period.

**B. Payment of Rent:** The payment of the total rental amount for each lease period shall be paid in two (2) separate equal installments, with the first installment being due on or before January 31<sup>st</sup> and the second installment being due on or before September 30<sup>th</sup>.

**C. Place of Payment:** All rental payments must be made payable to Williamson County and be hand delivered or mailed to the Williamson County Auditor's Office, Attn: Finance Director, 710 Main Street, Suite 301, Georgetown, Texas 78626.

### **ARTICLE 3: TAXES**

Lessee agrees to pay any taxes levied against the crops and personal property and fixtures of Lessee in and about the Premises and any ad valorem taxes assessed against the Premises. If any taxes of Lessee are levied against Lessor or Lessor's property and Lessor pays those taxes, Lessee, on demand, shall reimburse Lessor for all taxes actually paid on Lessee's behalf.

### **ARTICLE 4: SUBORDINATION**

This Lease and all rights of Lessee under it are and shall be subject to and subordinate to the rights of any debt holder now or hereafter having a security interest in the Premises or any other encumbrances Lessor desires to place on the property.

### **ARTICLE 5: USE OF PREMISES**

Lessee shall use the Premises solely for the purpose of planting, raising and harvesting crops, together with all other purposes and activities usually and customarily associated with a farming operation in Williamson County, Texas. Lessee agrees to not use the Premises for any purpose other than for planting, raising and harvesting crops or to alter the Premises, including clearing new roads, moving or erecting any fences, or locating on the Premises any type of permanent or temporary improvement without Lessor's prior written consent. Lessee further agrees to not hunt or fish the Premises or allow anyone else to do so. Lessee hereby acknowledges and understands that Lessor may lease property adjoining the Premises for agricultural or other purposes and that Lessee shall only have farming rights to the Premises and shall not have any rights to farm or use such adjoining acreage.

## ARTICLE 6: UTILITIES

Lessee shall pay or cause to be paid all charges for any water, electricity and any other utilities used on the Premises throughout the term of this Lease, including any costs of installation and connection fees.

## ARTICLE 7: LESSEE'S COVENANTS

Lessee further covenants and agrees as follows:

- A. To pay and provide the Rent for this Lease, as it is set out herein; to use the Premises in a careful and proper manner for the use specifically described herein; to commit or permit no waste or damages to the Premises; to conduct or permit no business or act that is a nuisance or may be in violation of any federal, state, or local law or ordinance; only use the Premises in such a prudent manner so as to preserve and protect the land and soil; to surrender the Premises on expiration or termination of this Lease in at least as good of a condition as the Premises was in on the date prior to Lessee's occupation of the Premises; cultivate the Premises in a timely, thorough, and farmer-like manner, employing the best methods of farming customarily practiced on like crops in the area and keep, repair and maintain all existing fencing, if any, during the term of this Lease.
- B. Lessee assumes the risk of loss on all property and all improvements, including any crops, which are situated on the Premises. Lessee agrees to maintain at all times during this Lease, the insurance described herein below.
- C. Upon termination of this Lease, Lessee agrees that all improvements situated on the Premises, whether such improvements were situated on the Premises prior to this

Lease or placed on the Premises during this Lease, shall become the property of Lessor, or, at the option of the Lessor, Lessee, at Lessee's sole expense, shall remove all improvements and debris and restore the surface of the Premises to its original condition provided that Lessee placed such improvements on the Premises during the term of this Lease.

D. To permit Lessor to enter, inspect, and make such repairs to the Premises as Lessor may reasonably desire or show the Premises to prospective purchasers and tenants, at all reasonable times.

E. Lessee agrees that it is solely responsible for making all alterations, additions, or improvements necessary to the Premises to cause the Premises and its intended use to be in compliance with any laws, rules, ordinances, development codes or regulations of any applicable governmental authority, entity, or body, including, without limitation, the Federal Government, the local municipality, the County of Williamson, and the State of Texas and the rules and regulations of the United States Department of Agriculture and the Texas Agriculture Commissioner. The allocation of responsibility to Lessee for compliance with said laws, rules, ordinances, development codes or regulations is a material inducement for the parties to enter into this Lease. The costs incurred in causing the Premises and its intended use to be in compliance with said laws, rules, ordinances, development codes or regulations shall be solely borne by Lessee.

F. Keep all gates on the Premises closed and locked, ingress to and egress from the Premises being at those places designated by Lessor and provide Lessor with all

keys and/or combinations to each gate locking mechanism used by Lessee on the Premises.

G. In the event this Lease is terminated early by Lessor, whether such termination is for cause or convenience, Lessee shall pay Lessor any and all rents and amounts, on a pro-rata basis, which were incurred and due prior to or as of the date this Lease is terminated. If Lessee has paid any portion of the annual rental amount in advance, Lessor shall return to Lessee, on a pro-rata basis, the proportion of rents that have been prepaid for any unused portion of a lease period.

#### **ARTICLE 8: LESSOR'S COVENANTS**

Lessor covenants and agrees to warrant and defend Lessee in the enjoyment and peaceful use and operation of the Premises during the term of this Lease, subject to the termination rights set forth herein.

#### **ARTICLE 9: INDEMNIFICATION & INSURANCE**

A. **INDEMNIFICATION OF LESSOR:** LESSOR SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM ANY USE OF THE PREMISES OR ANY NEARBY PREMISES USED BY LESSEE OR ANY PART THEREOF; OR CAUSED BY ANY DEFECT IN ANY BUILDING, STRUCTURE OR OTHER IMPROVEMENT THEREON; OR IN ANY EQUIPMENT OR OTHER FACILITY THEREIN; OR CAUSED BY OR ARISING FROM ANY ACT OR OMISSION OF LESSEE, OR OF ANY OF LESSEE'S AGENTS, EMPLOYEES, LICENSEES, OR INVITEES, OR BY OR FROM ANY ACCIDENT ON THE LAND OR ANY SURROUNDING PREMISES OR ANY FIRE OR OTHER CASUALTY THEREON, OR OCCASIONED BY THE FAILURE OF LESSEE TO MAINTAIN THE PREMISES IN SAFE CONDITION, OR ARISING FROM ANY OTHER CAUSE WHATSOEVER; AND LESSEE HEREBY WAIVES ON ITS BEHALF ALL CLAIMS AND DEMANDS AGAINST LESSOR FOR ANY SUCH LOSS, DAMAGE, OR INJURY OF LESSEE OR OF LESSEE'S AGENTS, EMPLOYEES, LICENSEES, OR INVITEES, AND HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD LESSOR ENTIRELY FREE AND HARMLESS FROM ALL LIABILITY FOR ANY SUCH LOSS, DAMAGE, OR INJURY OF OTHER PERSONS, AND FROM ALL COSTS AND EXPENSES ARISING THEREFROM. THE TERMS OF THIS INDEMNITY PROVISION SHALL SURVIVE ANY TERMINATION OF THIS LEASE.

B. **Insurance:** In order to insure the fulfillment of the above referenced indemnity provision, Lessee hereby agrees to maintain, at all times during the Term of this Lease,

at Lessee's sole cost, a comprehensive public liability insurance policy protecting Lessor against all claims or demands that may arise or be claimed on account of Lessee's use of the Premises, in an amount of at least \$1,000,000.00, per occurrence of accident and/or injury, for injuries to persons and damages to real and/or personal property. Said insurance shall be written by a company or companies acceptable to Lessor, authorized to engage in the business of general liability insurance in the state of Texas, and name Lessor as an additional insured. Furthermore, said insurance shall be primary as to any other existing, valid, and collectible insurance. Lessee shall deliver to Lessor annual certificates demonstrating that said insurance is paid up and copies of the insurance policies issued by the insurance companies.

Lessee further agrees to maintain at all times during the Term of this Lease, at Lessee's cost, broad coverage fire and casualty insurance on its property and to provide Lessor with a copy of the policy and a certificate issued by the insurance company demonstrating that insurance is paid up.

Lessee shall, within ten (10) calendar days from the execution of this Lease, obtain a certified statement by each insurance carrier containing a clause providing that the insurance carrier will give Lessor 30 days' written notice before any cancellation shall be effective. The insurance policies shall be provided by Lessee and shall be for a period of at least one year.

#### **ARTICLE 10: DEFAULTS BY LESSEE**

In addition to the remedies specifically set forth herein and those available at law or in equity, if Lessee fails to perform or breaches any term, condition or covenant set

forth in this Lease, and this failure or breach continues for ten (10) calendar days after a written notice specifying the required performance has been given to Lessee, Lessee shall be in default and Lessor may:

- A. enforce specific performance causing Lessee to strictly comply with and perform such term, condition or covenant; or
- B. may, but not be obligated to do so, enter the Premises and perform Lessee's obligations for the account of and at the expense of Lessee. Bills for all amounts paid by Lessor and all losses, costs, and expenses incurred by Lessor in connection with such performance by Lessor pursuant to this clause, including without limitation, all amounts paid and costs and expenses incurred by Lessor for any property, material, labor or services provided, furnished, or rendered or caused to be provided, furnished or rendered by Lessor to Lessee may be sent by Lessor to Lessee monthly or immediately, at Lessor's option, and shall be due and payable by Lessee to Lessor as additional rent within five (5) calendar days after same is sent to Lessee by Lessor; or
- C. terminate this Lease, without liability, by written notice to Lessee, in which event, the Lease hereby created shall terminate on the tenth (10<sup>th</sup>) day after such notice is given (the "Termination Date") and Lessee shall within such ten (10) day period vacate the Premises and surrender them to Lessor in the state required under this Lease, with Lessor having the right

to reenter and repossess the Premises discharged of this Lease and to expel all occupants and to remove all property therefrom.

Upon the occurrence of any default, Lessor may enter and take possession of the Premises by self-help, by picking or changing locks if necessary, and may lock out Lessee or any other person who may be occupying the Premises, until the default is cured, without being liable for damages.

#### **ARTICLE 11: DEFAULTS BY LESSOR**

Defaults by Lessor are failing, within thirty (30) calendar days after receiving written notice from Lessee, to comply with any term, condition or covenant set forth in this Lease. In the event that Lessor fails to cure its default within the said thirty (30) calendar days, Lessee may, as Lessee's sole remedy, terminate this Lease.

#### **ARTICLE 12: VOLUNTARY TERMINATION**

Lessor or Lessee may terminate this Lease, without cause or liability, upon giving one-hundred eighty (180) calendar days written notice to the other party. Upon the termination of this Lease, Lessee will surrender the Premises peaceably to the Lessor and pay Lessor all rental amounts and any other amounts that may be due hereunder as of the date of termination. In the event that Lessor exercises its right to terminate this Lease pursuant to this provision, Lessor shall be obligated to reimburse Lessee, on a pro-rata basis, the proportion of rents, if any, that have been prepaid for any unused portion of a lease period.

**ARTICLE 13: INSOLVENCY, BANKRUPTCY, ETC., OF LESSEE**

If Lessee is declared insolvent or adjudicated a bankrupt; if Lessee makes an assignment for the benefit of creditors; or if a receiver is appointed for Lessee, Lessor, without prejudice to its rights hereunder and at its option, may terminate this Lease and retake possession of the premises immediately and without notice to Lessee or any assignee, transferee, trustee, or any other person or persons, using force if necessary.

**ARTICLE 14: LESSOR TO HAVE LIEN**

Lessor will have a lien against all goods, equipment and other personal property of Lessee brought, stored, or kept on the Premises during the term of this Lease, in the aggregate amount of all rent, consideration, damages, and other sums that may at any time be owed by Lessee to Lessor under this Lease. In the event of any default by Lessee, Lessor may foreclose the lien in the same manner that a mortgage would be foreclosed.

**ARTICLE 15: RIGHT TO SELL**

It is understood and agreed that Lessor shall have the right to sell or assign its right, title and interest in the Premises, in whole or in part, at any time during the term of this Lease. If during the term of this Lease, the Premises are sold by Lessor to a third party, this Lease shall terminate. Not later than one hundred eighty (180) calendar days from the date in which Lessor gives Lessee notice that the Premises has been sold, Lessee shall vacate the Premises.

## **ARTICLE 16: ELECTION BY LESSOR NOT EXCLUSIVE**

The exercise by Lessor of any right or remedy to collect rent or enforce its rights under this Lease will not be a waiver or preclude the exercise of any other right or remedy afforded Lessor by this Lease or by statute or law. The failure of Lessor in one or more instances to insist on strict performance or observations of one or more of the covenants or conditions of this Lease or to exercise any remedy, privilege, or option conferred by this Lease on or reserved to Lessor shall not operate or be construed as a relinquishment or future waiver of the covenant or condition or the right to enforce it or to exercise that remedy, privilege, or option; that right shall continue in full force and effect. The receipt by Lessor of rent or any other payment or part of payment required to be made by Lessee shall not act to waive any other additional consideration, rent or payment then due. Even with the knowledge of the breach of any covenant or condition of this Lease, receipt will not operate as or be deemed to be a waiver of this breach, and no waiver by Lessor of any of the provisions of this Lease, or any of Lessor's rights, remedies, privileges, or options under this Lease, will be deemed to have been made unless made by Lessor in writing.

## **ARTICLE 17: LIMITATIONS OF WARRANTIES**

**LESSEE ACKNOWLEDGES AND AGREES THAT, OTHER THAN AS MAY BE SPECIFICALLY SET FORTH HEREIN, LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE PREMISES, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PREMISES, (C) THE SUITABILITY OF THE PREMISES FOR ANY AND ALL ACTIVITIES AND USES WHICH LESSEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PREMISES OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL**

AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, THE AMERICANS WITH DISABILITIES ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, AND THE TEXAS ARCHITECTURAL BARRIERS ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PREMISES, OR (F) ANY OTHER MATTER WITH RESPECT TO THE PREMISES, AND SPECIFICALLY THAT LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE PREMISES, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND APPLICABLE STATE LAWS, AND REGULATIONS PROMULGATED THEREUNDER. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PREMISES, LESSEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PREMISES AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY LESSOR. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PREMISES WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT LESSOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT THE USE AND OPERATION OF THE PREMISES AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS "WITH ALL FAULTS". LESSEE ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE AMOUNT OF THE RENT OF THE PREMISES. THE TERMS OF THIS PARAGRAPH WILL SURVIVE ANY TERMINATION OF THIS LEASE.

#### ARTICLE 18: CONDEMNATION

If during the term of this Lease, all of the premises are taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right or eminent domain, or are sold to the condemning authority under threat of condemnation, this Lease will terminate, effective as of the date the condemning authority takes the premises. If only a part of the premises shall be so taken or sold, but the remainder of the premises is not capable of being used for the purposes set forth herein, Lessor may terminate this Lease, without liability, at any time within forty-five (45) calendar days following such taking or sale. Any and all payments made for or arising from any such

taking or for damages to the premises resulting therefrom shall belong and be payable entirely to Lessor.

#### **ARTICLE 19: MISCELLANEOUS PROVISIONS**

**A. Gender, Number and Headings.** Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Lease. The captions and paragraphs or letters appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of the sections or articles of this Lease or affect this Lease in any way.

**B. Place of Performance.** This Lease shall be interpreted according to the laws of the State of Texas and shall be performed in Williamson County, Texas, and exclusive jurisdiction and venue shall lie in Williamson County, Texas.

**C. Terms Inclusive.** As used herein, the terms "Lessor" and "Lessee" include the plural whenever the context requires or admits.

**D. Severability.** If any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Lease will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Lease is

determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Lease and be deemed to be validated and enforceable.

**E. Governmental Immunity.** Nothing in this Lease shall be deemed to waive, modify or amend any legal defense available at law or in equity to Lessor nor to create any legal rights or claim on behalf of any third party. Lessor does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

**F. No Assignment or Lease by Lessee.** Lessee may not sell or assign any interest granted herein or lease the Premises or any portion of the same or any portion of any improvement erected on said premises at any time without the prior written authorization and approval of Lessor.

**G. No Indemnification by Lessor.** Lessee acknowledges and agrees that Lessor, as a Texas Lessor and a political subdivision of the State of Texas, under the Constitution and the laws of the State of Texas, cannot enter into an agreement whereby it agrees to indemnify or hold harmless any other party, including but not limited to Lessee; therefore, all references of any kind, if any, to Lessor indemnifying, holding or saving harmless any other party, including but not limited to Lessee, for any reason whatsoever are hereby deemed void and deleted.

H. **NOTICES.** Any notice to be given hereunder shall be in writing and may be affected by personal delivery or in writing by certified mail, return receipt requested, addressed to the proper party, at the following address:

LESSOR: Williamson County Judge  
710 Main Street, Suite 101  
Georgetown, Texas 78626

LESSEE: At the address set forth on the signature page below.

I. **Compliance with All Statutes and Regulations.** Lessee, at its expense, shall ensure compliance with any and all State, Federal, City and Lessor (and any other such regulatory body as may exercise jurisdiction over Lessee and/or the Premises) laws, ordinances, regulations, or rules regarding the erection or installment of any improvements and all permitted activities upon the Premises.

J. **Day.** Unless otherwise specifically set forth in this Lease, a reference to a "day" shall mean a calendar day and not a business day.

K. **Entire Agreement.** This Lease and its addenda, if any, sets forth all the promises, agreements, conditions, and understandings between Lessor and Lessee relative to the Premises and supersedes any prior understandings or written or oral agreements between the parties with respect to the to the Premises. There are no other promises, agreements, conditions, or understandings, either oral or written, between them. No subsequent alteration, amendment, change, or addition to this

Lease will be binding on Lessor or Lessee unless in writing and signed by them and made a part of this Lease by direct reference.

EXECUTED to be effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

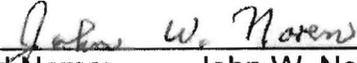
**Lessor:**

Williamson County, Texas

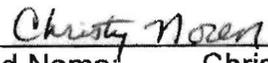
By: 

\_\_\_\_\_  
Dan A. Gattis,  
Williamson County Judge

**Lessee:**

By: 

\_\_\_\_\_  
Printed Name: John W. Noren  
Address: 3711 CR 100  
Hutto, Texas 78634

By: 

\_\_\_\_\_  
Printed Name: Christy Noren  
Address: 3711 CR 100  
Hutto, Texas 78634

## Exhibit "A"

### TRACT 1:

Approximately 115 acres of land, more or less, being out of both the John F. Ferguson Survey, Abstract No. 231, Williamson County, Texas, being a part of the tract described in Volume 901, Page 924, Deed Records; and out of the John Thomas Survey, Abstract No. 610, Williamson County, Texas, as described in Volume 901, Page 924, Deed Records, Williamson County, Texas, Williamson County, Texas ("Tract 1"). The boundary of Tract 1 is identified and depicted in Exhibit "A-1", which is attached hereto and incorporated herein for all purposes; and

### TRACT 2:

Two separate parcels (7.6 acres and 23.4 acres, more or less), **SAVE AND EXCEPT 3.7 acres that are not farmable and that will not produce crops**, consisting of approximately 27.3 acres of land, more or less, out of that certain 123.23 acre tract of land out of the John Dykes Survey, Abstract No. 186, Williamson County, Texas, as described in Volume 203, Page 232, Deed Records, Williamson County, Texas (collectively "Tract 2") The boundary of Tract 2 is identified and depicted in Exhibit "A-2", which is attached hereto and incorporated herein for all purposes.

The total combined acreage subject of this Lease, which constitutes the Premises, is **142.3 acres**, more or less.

Exhibit "A-1"

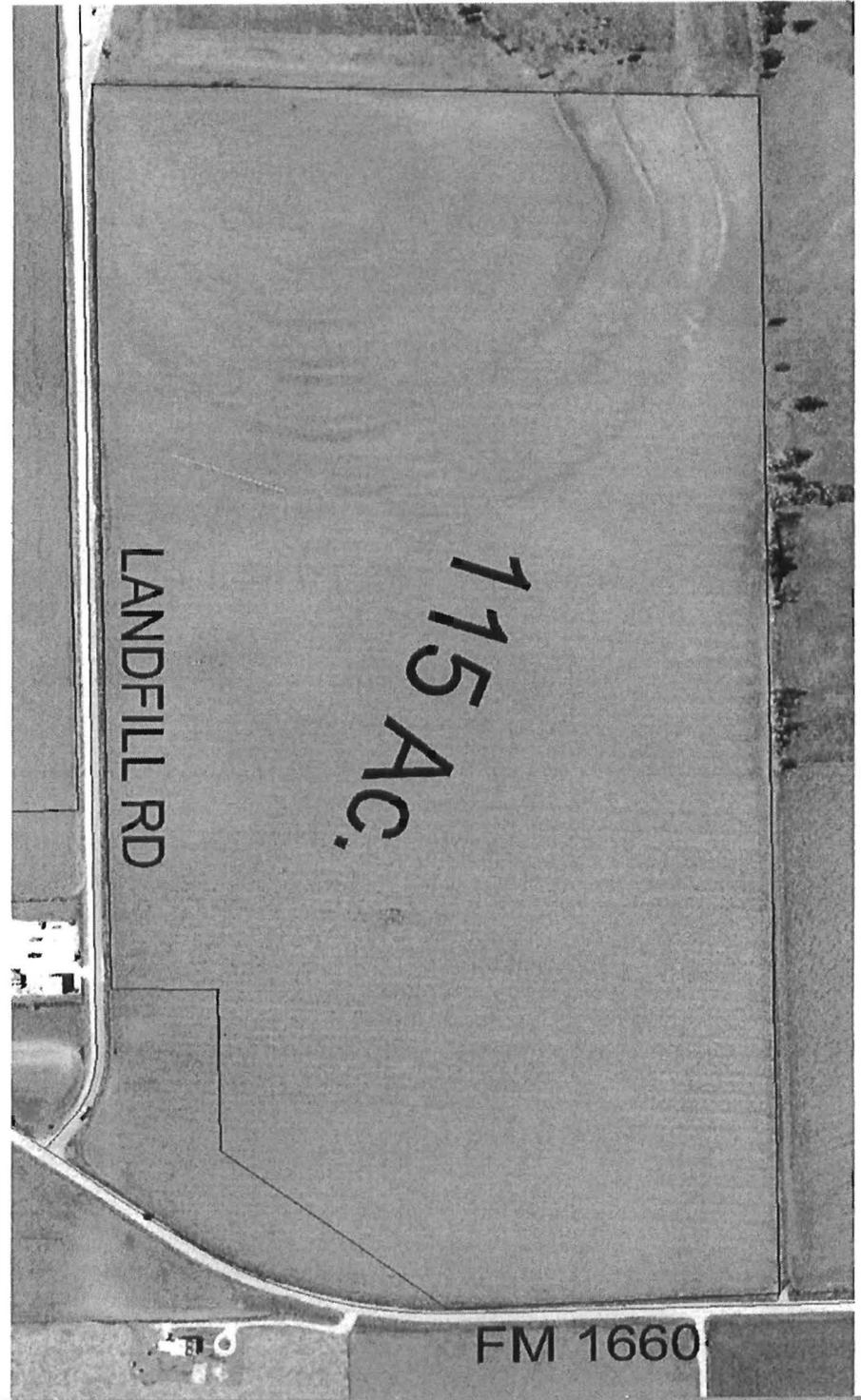


Exhibit "A-2"



**Commissioners Court - Regular Session**

42.

**Meeting Date:** 10/04/2016

Authorizing Renewal of Microsoft Premier Maintenance Agreement

**Submitted For:** Max Bricka

**Submitted By:** Sydney Richardson, Purchasing

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on authorizing the renewal of Microsoft Premier Core Maintenance on CO-OP DIR-SDD-1927, for the same terms and conditions, and with an increase in pricing from the existing Contract, for the term of November 1, 2016 - October 31, 2017, with Microsoft Corporation.

**Background**

Jim Daniels, IT, requested this renewal be processed; this is the first renewal processed for this maintenance Agreement; the renewal price is \$45,536 an increase of \$16,799 from the original Agreement because of moving up to a higher level of tier support: an increase from ten (10) to forty (40) hours of Problem Resolution Support or Remote Support Assistance, and the addition of eighty (80) hours of Service Delivery Management, one (1) RAP Service Plus, one (1) User Subscription and two (2) days of Custom Proactive Onsite.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

1 - Agreement

2 - Form 1295

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Sydney Richardson

Final Approval Date: 09/22/2016

**Reviewed By**

Wendy Coco

**Date**

09/22/2016 11:14 AM

Started On: 09/21/2016 02:03 PM

**Microsoft Premier Support Services Description**

DIR-SDD-1927

Tex DIR Website:

[http://www2.dir.state.tx.us/ict/contracts/Pages/Details.aspx?dir\\_contract\\_number=DIR-SDD-1927](http://www2.dir.state.tx.us/ict/contracts/Pages/Details.aspx?dir_contract_number=DIR-SDD-1927)

(Microsoft Affiliate to complete)  
**Services Description Number.**  
 (For Microsoft Internal Purposes Only)  
 MSL Number

**U5280210**

This services description ("**Services Description**") is made pursuant to the Microsoft Master Services Agreement – State & Local (the "**Agreement**") effective as of **10/16/2012**, which is incorporated herein by this reference. In this Services Description "**You**", "**Your**" or "**Customer**" means the undersigned customer and "**We**," "**Us**," or "**Our**" means the undersigned Microsoft affiliate. Any terms not otherwise defined herein will assume the meanings set forth in the Agreement. This Services Description is comprised of this cover page and the Services Description terms below, which are incorporated herein by this reference.

<i>Customer Invoice Information</i>		
Name of Customer <b>Williamson County</b>		Contact Name (This person receives invoices under this Services Description unless otherwise specified on Your purchase order.) <b>Jim Daniels</b>
Name of Customer or Affiliate that executed the Agreement if different than the undersigned State of Texas, acting by and through the Department of Information Resources		
Street Address 301 SE Inner Loop Suite 105		Contact E-mail Address jdaniels@wilco.org
City <b>Georgetown</b>	State/Province <b>TX</b>	Phone 512-943-1485
Country USA	Postal Code 78626	Fax
<i>Invoicing</i>		
Premier Support is a prepaid service and all fees and any applicable taxes are due upon acceptance of this Services Description. We must be in receipt of a purchase order, check, or other acceptable form of payment before We will begin providing Services. We will invoice You for additional Services performed and expenses incurred. Our invoices are payable within 30 days of receipt by You and will be directed to Your representative for payment at the address shown above unless otherwise provided in a purchase order in accordance with the Texas Prompt Payment Act. Notwithstanding the foregoing, multi-year Service Descriptions will be invoiced upon Our acceptance of this Services Description for year one and the remaining installments will be invoiced at the subsequent anniversaries of the Commencement Date as defined on the Fee and Named Contacts Schedule(s). Microsoft may adjust our hourly rates and fees for new or amended statements of services based upon the master agreement rates in effect at the time of execution or amendment.		
<i>Term</i>		
This Services Description will commence on <b>11/1/2016</b> (the "Commencement Date") and will expire on <b>10/31/2017</b> (the "Expiration Date") or the date We conclude the Services, whichever is later.		

By signing below the parties acknowledge and agree to be bound to the terms of the Agreement and this Services Description.

<i>Customer</i>	<i>Microsoft Affiliate</i>
Name of Customer (please print) <b>Williamson County</b>	Name <b>Microsoft Corporation</b>
Signature	Signature 
Name of person signing (please print)	Name of person signing (please print) Steve Meyer
Title of person signing (please print)	Title of person signing (please print) Premier Sales Director
Date	Date 9/20/2016

**1. OVERVIEW.** This Services Description describes the various types of services that may be obtained (the “Services”). In addition, it sets forth the parties’ respective responsibilities, prerequisites and assumptions that underlie the provision of the Services, applicable fees, and additional terms and conditions. The Services focus on the following key areas:

**Support Account Management** from an assigned Microsoft resource (“Services Resource”) helps to build and maintain relationships with Your management and service delivery staff and helps You arrange each element of the Premier Support to meet Your business requirements.

**Workshops** help You to prevent problems, increase system availability and assist with creating products and solutions based on Microsoft technologies.

**Problem Resolution Support** provides assistance for problems with specific symptoms encountered while using Microsoft products, where there is a reasonable expectation that the problem is caused by Microsoft products.

**Support Assistance** provides short-term advice and guidance for problems not covered with Problem Resolution Service as well as requests for consultative assistance for design, development and deployment issues.

**Information Services** provide Your staff with the latest knowledge on Microsoft technologies to enhance Your in-house support capabilities.

**2. AVAILABLE SERVICES.** You may utilize any combination of the following Services. Unless We specify otherwise, the Services are charged on an hourly basis and will be deducted from the total number of hours You have purchased as set forth in the attached Fee and Named Contacts Schedule(s).

**2.1 Support Account Management.** Support Account Management services are intended to help coordinate the support and services relationship. The Services Resource is Your advocate within Microsoft and facilitates a team that can provide Workshops, Problem Resolution Support, and Support Assistance. The Services Resource also serves as the point of information delivery and provides Your feedback regarding the Services to other Microsoft groups. The Services Resource can also provide the following services which will not be deducted from the pre-paid hours listed in the Fee and Named Contacts Schedule(s):

- a. Planning and Resource Facilitation. At the commencement of this Service Description, an orientation and planning session can be conducted with Your management and staff via teleconference or onsite if an onsite visit has been purchased. The purpose of this meeting is to discuss the Services available, gather input regarding Your support needs, and jointly plan Your use of the Services.
- b. Status Meetings and Reporting. A standard status report can be prepared on a regular basis, to summarize the Services delivered during the previous reporting period. Status meetings will be conducted to discuss Service activities, monitor Your satisfaction levels, and discuss actions or adjustments that may be required. Customized reporting can be provided at Your request and any additional related labor will be deducted from Your Support Assistance hours.
- c. Escalation Management. Support issues that require escalation to other resources within Microsoft can be closely managed by the Services Resource to expedite resolution.

**2.2 Workshops and Events.** The goal of Workshops and Events is to provide You proactive technical information to assist in the design, development or deployment of Microsoft technologies. Additional benefits may include instruction to help reduce the number and minimize the impact of problems related to Microsoft Products that You experience. Workshops and Events can include the following:

- a. Workshops. We can conduct instructor-led training sessions that emphasize Microsoft technologies at Your facility or on location at Microsoft. If You elect to have a Workshop conducted at Your facility, We will provide You with specifications for configuring Your environment prior to the delivery of the Workshops. Workshops are individually scoped and priced depending upon the length, delivery location and material presented. Your Services Resource can provide You with a current list of available Workshops.
- b. Events. We can provide broad and deep technical development-focused presentations, combined with hands-on labs that provide training and facilitate Your implementations of Microsoft technologies. These Events provide the opportunity to interact with Microsoft product groups, Premier support development resources and marketing contacts. Your Services Resource can provide You with notification of scheduled Events.

**2.3 Problem Resolution Support.** Problem Resolution Support provides assistance for problems with specific symptoms encountered while using Microsoft products, where there is a reasonable expectation that the problems are caused by Microsoft products. Problem Resolution Support is available 24 hours a day, 7 days a week. Requests for support may be submitted via telephone or electronically through the Premier online website by Your designated contacts, except for Severity 1 and A which must be submitted via telephone as set forth below in Section 2.3(a). Problem Resolution Support can include any combination of the following:

- a. **Problem Request (Break-Fix).** An assisted break-fix support request, also known as an incident, is defined as a single support issue and the reasonable effort needed to resolve it. A single support issue is a problem that cannot be broken down into subordinate issues. If a problem consists of subordinate issues, each shall be considered a separate incident. Incidents requiring an onsite visit will be charged on an hourly basis and will include charges for reasonable travel and living expenses. In certain situations, We may provide You with a modification to the commercially available Microsoft product software code to address specific critical problems (“Hotfix(es)”) in response to an assisted break-fix support request. Hotfixes are designed to address Your specific problems and are not regression tested. Except as otherwise provided herein or in an Exhibit, Hotfixes may not be distributed to unaffiliated third parties without Our express written consent.

Problem resolution support is charged on an hourly basis and includes the commercially reasonable amount of hours of Services necessary to troubleshoot and help resolve the support issue. Hours-based incidents are deducted from the pre-paid hours set forth in the attached Fee and Named Contacts Schedule(s) or charged to You in arrears if all pre-paid hours have been exhausted.

You are responsible for setting the initial severity level in consultation with Us and You can request a change in severity level at any time. The incident severity will determine the response levels within Microsoft and estimated response times and Your responsibilities are defined in the following table:

Severity	Situation	Our Expected Response	Your Expected Response
1 Submission via phone only	Catastrophic business impact: Complete loss of a core (mission critical) business process and work cannot reasonably continue Needs immediate attention	1 <sup>st</sup> call response in 1 hour or less Our Resources at Your site as soon as possible. Continuous effort on a 24x7 basis Rapid Escalation within Microsoft to Product teams Notification of Our Senior Executives	Notification of Your Senior executives Allocation of appropriate resources to sustain continuous effort on a 24x7 basis <sup>2</sup> Rapid access and response from change control authority
A Submission via phone only	Critical business impact: Significant loss or degradation of services Needs attention within 1hour	1 <sup>st</sup> call response in 1 hour or less Our Resources at Your site as required. Continuous effort on a 24x7 basis Notification of Our Senior Managers	Allocation of appropriate resources to sustain continuous effort on a 24x7 basis <sup>2</sup> Rapid access and response from change control authority Management notification
B Submission via phone or web	Moderate business impact: Moderate loss or degradation of services but work can reasonably continue in an impaired manner. Needs attention within 2 Business Hours <sup>1</sup>	1 <sup>st</sup> call response in 2 hours or less Effort during Business Hours <sup>1</sup> only	Allocation of appropriate resources to sustain Business Hours <sup>1</sup> continuous effort Access and response from change control authority within 4 Business Hours <sup>1</sup>
C Submission via phone or web	Minimum business impact: Substantially functioning with minor or no impediments of services. Needs attention within 4 Business Hours <sup>1</sup>	1 <sup>st</sup> call response in 4 hours or less Effort during Business Hours <sup>1</sup> only	Accurate contact information on case owner Responsive within 24 hours.

<sup>1</sup> Business Hours are defined as 6AM to 6PM Pacific Time, Monday through Friday excluding holidays.

<sup>2</sup> We may need to downgrade the severity level if You are not able to provide adequate resources or responses to enable Us to continue with problem resolution efforts.

You may be required to perform problem determination and resolution activities as requested by Us. Problem determination and resolution activities may include performing network traces, capturing error messages, collecting configuration information, changing product configurations, installing new versions of software or new components, or modifying processes.

You are responsible for implementing the procedures necessary to safeguard the integrity and security of Your software and data from unauthorized access and to reconstruct lost or altered files resulting from catastrophic failures.

- b. **Rapid Onsite Support Services.** You can request on-site support as an additional billable service. Our ability to provide onsite support is subject to Our resource availability, and the tasks performed will vary depending on the situation, environment, and business impact of the issue.

**2.4 Support Assistance.** Support Assistance provides short-term advice and guidance for problems not covered with Problem Resolution Support as well as requests for consultative assistance for design, development and deployment issues. Your Services Resource will work with You to determine Your specific Support Assistance needs.

The following are types of Support Assistance that can be utilized under this Services Description:

- a. Infrastructure Support Assistance. Infrastructure Support Assistance includes informal advice, guidance and knowledge transfer intended to help You implement Microsoft technologies in ways that avoid common support issues and decrease the likelihood of system outages.

These services also help You to resolve problems that are not attributed to Microsoft Products including:

- Errors caused by Your networking infrastructure, hardware, non-Microsoft software, operational procedures, architecture, IT service management process, system configuration or human error.
  - Multi-vendor coordination interoperability problems. Upon Your request, We will collaborate with third-party software suppliers to help resolve complex multi-vendor product interoperability issues.
- b. Reviews. A review is an assessment of a specific system, application or architecture to address design, development, deployment, and supportability issues for current or planned implementations of Microsoft technologies. Each review is individually scoped and estimated prior to scheduling resources, and a written report is produced to document findings and recommendations. **All requests for reviews and the applicable data must be submitted to Us no later than 60 days prior to expiration date of the applicable Fee and Named Contacts Schedule(s).**
  - c. Development Support Assistance. Development Support Assistance helps You in Your creation and development of internal applications on the Microsoft platform that integrate Microsoft technologies. Development Support Assistance specializes in Microsoft development tools and technologies.

**2.5 Information Services.** Information Services provide You with technical information about Microsoft products and support tools that help You to implement and operate Microsoft products in a more efficient and effective manner. Information Services can include any combination of the following:

- a. Premier online website. The Premier online website provides access to the following information resources at no additional charge:
  - Regularly updated product news flashes documenting key support and operational information about Microsoft products.
  - Critical problem alerts notifying You of potentially high-impact problems.
  - Web response tool for submitting and checking the status of support incidents.
  - Microsoft KnowledgeBase of technical articles and troubleshooting tools and guides.
- b. Support Webcasts. Support webcasts are regularly scheduled webcast discussions led by Our program managers, developers and professionals covering key areas of Microsoft technology. These are provided at no additional charge and require high speed internet access to participate.

**2.6 Additional Services.** You may request changes or additions to this Services Description at any time. Additional Services that are available for purchase, and the specific terms and conditions applicable to those Services, may be set forth in this Services Description, an attached Exhibit and/or Fee and Named Contacts Schedule(s). Additional Services will be invoiced at the prevailing price at the time the Services are rendered or upon acceptance of an Exhibit and/or Fee and Named Contacts Schedule(s) referencing this Services Description. If you purchase additional Problem Resolution Support hours or convert Software Assurance hours to Problem Resolution Support hours, you may also be required to purchase additional Services Management hours. Prior to delivering additional Services, We must be in receipt of a purchase order, check or other acceptable form of payment.

**3. PREREQUISITES AND ASSUMPTIONS.** Our delivery of Services under this Services Description is based upon the following Prerequisites and Assumptions:

- a. All Services will be provided remotely to Your locations in the United States unless otherwise set forth in an Exhibit to this Services Description. Where additional onsite visits are mutually agreed and not pre-paid, You will be billed for reasonable travel and living expenses. You will reimburse us for reasonable travel expenses In accordance with the State of Texas Reimbursement Guidelines as found In Article IX of the Appropriations Act, Senate Bill 1 (81st Legislature), and provided such travel expenses are specified.
- b. All Services will be provided in the English language unless otherwise agreed to by You and Us in writing or in an Exhibit to this Services Description.

- c. We will provide support for all United States versions of commercially released generally available Microsoft products unless otherwise set forth in an Exhibit to this Services Description or specifically excluded on the Premier online website. Support for those Microsoft products that have entered the Extended Support Phase, as defined on the Premier online website, will be charged on an hourly basis only. Non-security related Hotfix support is not available for Microsoft products that have entered the Extended Phase of support unless You have purchased such support in an Exhibit to this Services Description.
- d. Support for pre-release products is not provided except as otherwise provided in an attached Exhibit.
- e. **ALL SERVICES, INCLUDING ANY ADDITIONAL SERVICES PURCHASED DURING THE TERM OF FEE AND NAMED CONTACTS SCHEDULE(S) SHALL BE FORFEITED IF NOT UTILIZED DURING THE TERM OF THE APPLICABLE FEE AND NAMED CONTACTS SCHEDULE(S).**
- f. Support Assistance is dependent upon the availability of resources.
- g. We can access Your system via remote dial-in to analyze problems at Your request. Our personnel will access only those systems authorized by You. We may provide You with software to assist with problem diagnosis and/or resolution. Such software is Microsoft's property and must be returned to Us promptly upon request. In order to utilize remote dial-in assistance, You must provide Us with the appropriate access and necessary equipment.
- h. You must have access to the Internet in order to take advantage of Internet-based services.
- i. Additional Prerequisites and Assumption may be set forth in relevant Exhibits.

**4. YOUR RESPONSIBILITIES.** This section sets forth Your performance obligations under this Services Description. Our performance is predicated upon You fulfilling the following responsibilities in addition to those set forth in Section 2.3 and any applicable Exhibits. Failure to comply with the following responsibilities may result in delays of Service.

- a. You can designate named contacts as set forth in the attached Fee and Named Contacts Schedule(s), one of which will be the Customer Support Manager ("CSM") for support related activities. The CSM is responsible for leading Your team and will manage all of Your support activities, and internal processes for submitting support requests to Us. Each contact will be supplied with an individual account number for access to the Premier online website, support issue submission and access to Your Services Resource. In addition to the named contacts, You may also identify two types of group contacts as follows:
  - One type will receive a shared account ID that provides access to the Premier online website for information content and the ability to submit support requests through the Premier online website or by telephone.
  - One type will receive a shared account ID that provides access to the Premier online website for information content only.
- b. You agree to work with Us to plan for the utilization of Services based upon the service level You purchased.
- c. You agree to provide an internal escalation process to facilitate communication between Your management and Us as appropriate.
- d. You agree to respond to customer satisfaction surveys We may provide to You from time-to-time regarding the Services.
- e. You agree to provide reasonable office space, telephone and high speed internet access, and access to Your internal systems and diagnostic tools to Our Services Resources that are required to be on-site.
- f. You are responsible for any travel and expenses incurred by Your employees or contractors.

**5. ADDITIONAL TERMS AND CONDITIONS.** Except as otherwise set forth in an Exhibit (or attachment to an Exhibit) to this Services Description, this section governs the ownership and use rights of any computer code or other materials that may be provided under this Services Description.

- a. **Pre-existing Work.** All rights in any computer code or materials developed or otherwise obtained by or for

Us or Our affiliates, or You or Your affiliates independently of this Services Description ("Pre-existing Work") shall remain the sole property of the Party providing the Pre-existing Work. During the performance of the Services for this Services Description, each Party grants to the other Party (and Our contractors as necessary) a temporary, non-exclusive license to use, reproduce and modify any of its Pre-existing Work provided to the other Party solely for the performance of such Services. We grant You a non-exclusive, perpetual, fully paid-up license to use, reproduce and modify (if applicable) Our Pre-existing Work in the form delivered to You for Your internal business operations without any obligation of accounting or payment of royalties. Your licenses to Our Pre-existing Work are conditioned upon Your compliance with the terms of the Agreement and this Services Description and the perpetual license applies solely to Our Pre-existing Work that is left to You at the conclusion of Our performance of the Services.

- b. **Materials.** All rights in any materials developed by Us (other than software code) and provided to You in connection with the Services ("Materials") shall be owned by Us except to the extent such Materials constitute Your Pre-existing Work. Upon payment in full, We grant You a non-exclusive, perpetual, fully paid-up license to use, reproduce and modify the Materials solely for Your internal business operations and without any obligation of accounting or payment of royalties. You may sublicense the rights granted herein to Your Affiliates. All rights not expressly granted, are reserved.
- c. **Sample Code.** We grant You a nonexclusive, perpetual, royalty-free right to use, reproduce and modify any software code provided by Us for the purposes of illustration ("Sample Code") provided that You agree: (i) to not use Our name, logo, or trademarks in Your software in which the Sample Code is embedded; (ii) to include a valid copyright notice on Your software in which the Sample Code is embedded; and (iii) to use Your software in which the Sample Code is embedded for your internal business operations only and not to distribute such software to third parties without our written consent.
- d. **Open Source License Restrictions.** Because certain third party license terms require that computer code be generally (i) disclosed in source code form to third parties; (ii) licensed to third parties for the purpose of making derivative works; or (iii) redistributable to third parties at no charge (collectively, "open source license terms"), the license rights that each Party has granted to any computer code (or any intellectual property associated therewith) do not include any license, right, power or authority to incorporate, modify, combine and/or distribute that computer code with any other computer code in a manner which would subject the other's computer code to open source license terms.

Furthermore, each Party warrants that it will not provide or give to the other Party computer code that is governed by open source license terms.

- e. **Reservation of Rights.** All rights not expressly granted in this Section 5 are reserved.

**6. Attachments:** The following Schedule(s) and Exhibits are attached at the execution of this Services Description:

- Microsoft Premier Support Services Description Schedule: Third Tier Support
- Microsoft Premier Support Services Description Schedule: Designated Support Engineering
- Microsoft Premier Support Services Description Schedule: Premier Support for Developers
- Microsoft Premier Support Services Description Schedule: Fee and Named Contacts Schedule

## Microsoft Premier Support Services Description Exhibit : Third Tier Support

(For Microsoft Internal Purposes Only)

Premier Support Services Description Number

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This Exhibit is made pursuant to the Microsoft Premier Support Services Description identified above (the “**Services Description**”). The terms of the Services Description are incorporated herein by this reference. Any terms not otherwise defined herein will assume the meanings set forth in the Services Description.

Term
This Exhibit will commence on <u>11/1/2016</u> and expire <u>10/31/2017</u> according to the dates set forth in the attached Services Description.

1. **OVERVIEW.** The following Services are provided in addition to those set forth in the Services Description.

**THIRD TIER SUPPORT RESPONSIVE SERVICES.** The Third Tier Support team is comprised of specialists in defined product areas who will respond to Your Problem Resolution requests, for the technologies specified in the Fee and Named Contacts Schedule(s), between the hours of 6:00 A.M. to 6:00 P.M., PST, Monday through Friday excluding holidays. Problem Resolution requests submitted to the Third Tier Support team (“Third Tier Support requests”) may require resources from standard product support professionals for resolution, although the Third Tier Support team retains primary responsibility for the Third Tier Support request. Third Tier Support requests are charged on an hourly basis and will be deducted from the prepaid Third Tier Support hours set forth in the Fee and Named Contacts Schedule(s).

2. **PREMIER THIRD TIER SUPPORT PREREQUISITES AND ASSUMPTIONS.** In addition to those prerequisites and assumptions outlined in Section 3 of Your Services Description, Our delivery of the Services outlined in this Exhibit are based upon the following Prerequisites and Assumptions:

- a. The Third Tier Support Team will only provide support for the predefined set of Microsoft technologies defined in the Fee and Named Contacts Schedule(s).

## Microsoft Premier Support Services Description Exhibit: Dedicated Support Engineering (DSE)

(For Microsoft Internal Purposes Only)

**Premier Support Services Description Number**

(For Microsoft Internal Purposes Only)

**Exhibit Number**


This Exhibit is made pursuant to the Microsoft Premier Support Services Description identified above (the "**Services Description**"). The terms of the Services Description are incorporated herein by this reference. Any terms not otherwise defined herein will assume the meanings set forth in the Services Description.

Term
This Exhibit will commence on <b>11/1/2016</b> and expire <b>10/31/2017</b> according to the dates set forth in the attached Services Description.

1. **OVERVIEW:** The following Services are provided in addition to those set forth in the Services Description:
2. **DEDICATED SUPPORT ENGINEERING:** Dedicated Support Engineering is available during normal business hours (defined below) and supports the specific Microsoft products/technologies designated in Your Fee and Named Contact Schedule(s) with a focus on delivering engaged, hands-on preventative support. Dedicated Support Engineering hours are deducted from the total number of Dedicated Support Engineering hours designated in your Fee and Named Contacts Schedule(s). Normal business hours are defined as 8AM to 5PM in the local time where the DSE resources are located, Monday through Friday excluding holidays. After normal business hours, You should follow existing Premier Support procedures for initiating and escalating incidents. Your Technical Account Manager will engage Your Dedicated Support Engineering resource(s) after normal business hours for critical situations as needed.
3. **DELIVERABLES:** Dedicated Support Engineering resource(s) will be allocated, prioritized and assigned as agreed upon by both parties during an initial engagement kick-off meeting, which will be documented and delivered to You in a Premier Service Delivery Plan. The focus of the DSE Services include but are not limited to:
  - a) **Problem Prevention/Incident Resolution designed to:**
    - Supplement the current Microsoft Premier Support engagement through delivery of timely and high quality problem prevention/incident resolution, both directly and working in conjunction with Microsoft internal customer support resources.
    - Work in conjunction with Microsoft internal customer support resources to act as a 'catalyst' for incident resolution that are within the Dedicated Support Engineering resources' products/technologies skill sets.
    - Develop and implement strategies for providing proactive support resulting in fewer incidents, increased availability of Your covered Microsoft products/technologies, and supportable deployments.
    - Commercially reasonable attempts will be made to determine root cause of recurring incidents and provide recommendations to prevent further disruptions in the designated Microsoft products/technologies.
  - b) **Technical/Business Focus designed to:**
    - Maintain deep knowledge of Your current and future business requirements and configuration of Your information technology environment to provide high quality focused support.
    - Proactively document recommendations of the use of Premier Support related deliverables, e.g. supportability reviews, healthchecks, workshops, risk assessment programs, etc. to improve the operational health of the designated Microsoft products/technologies deployed in Your environment.
    - Ensure deployment and operation activities are consistent with Your planned and current implementations of designated Microsoft products/technologies.
    - Ensure maximum possible knowledge transfer to enhance Your support staffs' technical and operational skills for the designated Microsoft products/technologies.

- Encourage and assist in the creation and maintenance of customer-specific documentation to support Your environment configuration, disaster recovery, network topology, IT/Operations scorecard, etc. for the designated Microsoft products/technologies.

**c) *Integration of Work designed to:***

- Ensure tight integration of their work with that of Your assigned Technical Account Manager to ensure coordinated service delivery.
- Develop a relationship with any Microsoft resource(s) at Your site, resulting in more participation in project planning and thus improved operational health on the designated Microsoft products/technologies.

# Microsoft Premier Support Services Description Exhibit: Premier Support for Developers (PSFD)

(For Microsoft Internal Purposes Only)  
**Premier Support Services Description Number**

(For Microsoft Internal Purposes Only)  
**Exhibit Number**


This Exhibit is made pursuant to the Microsoft Premier Support Services Description identified above (the "**Services Description**"). The terms of the Services Description are incorporated herein by this reference. Any terms not otherwise defined herein will assume the meanings set forth in the Services Description.

Term
This Exhibit will commence on <b>11/1/2016</b> and expire <b>10/31/2017</b> according to the dates set forth in the attached Services Description.

1. **OVERVIEW:** The following Services are available in addition to those set forth in the Services Description:

**PREMIER SUPPORT FOR DEVELOPERS (PSFD):** PSFD Services are focused at developers who are building, deploying and supporting applications on Microsoft's platform. PSFD Services consist of Support Account Management, as described in Section 2.1, provided by an assigned Application Development Manager (ADM) and Support Assistance, as described in Section 2.4 of Your Services Description, provided by Your Application Development Manager (ADM) (with assistance from other Microsoft engineering resources as necessary). Your Application Development Manager (ADM) is focused on delivering strategic advice on development and testing methodologies and on development issues encountered while using Microsoft products. PSFD Services are available during normal business hours. Normal business hours are defined as 8AM to 5PM in the local time where the Application Development Manager (ADM) resources are located, Monday through Friday excluding holidays.

2. **PREREQUISITES AND ASSUMPTIONS.** In addition to those prerequisites and assumptions outlined in Section 3 of Your Services Description, Our delivery of the Services outlined in this Exhibit are based upon the following Prerequisites and Assumptions:

- a. The only source code to which You may provide Us access is Microsoft code or code You own. Regarding such code, Our Services will be limited to review of the code for the purposes of problem isolation, interoperability analysis and the development of advice and guidance We provide to You under the Services Description and this Exhibit. Our modification of such source code for any reason is outside the scope for these Services.
- b. Except as provided in 2.a. above, You agree not to provide Us with access to non-Microsoft source code or source code information. For any such non-Microsoft code, Our Services will be limited to analysis of binary data such as a process dump or network monitor trace for problem isolation purposes only.
- c. PSFD Services consist of advice and guidance only. No code based Services Deliverables will be provided under this Exhibit except for Sample Code, which is addressed in Your Services Description.
- d. Except as expressly set out in the Services Description and this Exhibit, we are not obligated to assist You in resolving any issue that is caused by non-Microsoft products(s).

3. **FEES.** Fees associated with this Exhibit will be reflected in Your Fee and Named Contact Schedule(s).

## Microsoft Premier Support Services Description Schedule: Fee and Named Contacts

Texas DIR website

(Contract# DIR-SDD-1927)

[http://www2.dir.state.tx.us/ict/contracts/Pages/Details.aspx?dir\\_contract\\_number=DIR-SDD-1927](http://www2.dir.state.tx.us/ict/contracts/Pages/Details.aspx?dir_contract_number=DIR-SDD-1927)

(Microsoft Affiliate to complete)

Premier Support Services Description Number

(Microsoft Affiliate to complete)

Schedule Number

REN_001455192

Customer Name: **Williamson County**

This Schedule is made pursuant to the Microsoft Premier Support Services Description identified above (the “**Services Description**”). The terms of the Services Description and applicable Exhibits are incorporated herein by this reference and by accepting Our performance of Services under this Schedule You agree to be bound by these terms. Any terms not otherwise defined herein will assume the meanings set forth in the Agreement and the Services Description. Regardless of any terms and conditions contained in any purchase order, the terms of this Schedule apply.

Term
This Schedule will commence on <b>11/1/2016</b> and will expire on <b>10/31/2017</b> (the “Expiration Date”) or the date We conclude the Services, whichever is later.

1. **PREMIER SUPPORT SERVICES AND FEES.** The quantities listed in the table below represent the amount of Services that You have pre-purchased for use during the term of this Schedule and applicable fees.

**a. Fee Summary**

Services Summary	Total Price (US\$)
Country: United States	<b>\$45,536</b>
<b>Total Amount Due</b>	<b>\$45,536</b>

**b. Services by Support Location**

Country: United States Premier Support Foundation vNext
<ul style="list-style-type: none"> <li>Up to 80 hours of Service Delivery Management</li> <li>Up to 40 hours for Problem Resolution Support or Remote Support Assistance</li> <li>1 RAP as a Service Plus (RaaS+) based on any current technology available at the time of scheduling</li> <li>1 User Subscription to the Workshop Library On-Demand</li> <li>2 days of Custom Proactive Onsite</li> </ul>

\*All registration requirements for Workshops and Events must be completed by You no later than 60 days prior to the expiration date of this Fee and Named Contacts Schedule(s).

## 2. MICROSOFT CONTACT

**Microsoft Contact:** Contact for questions and notices about this Schedule and the Services Description:

Microsoft Contact Name: Chelsea Bode
Address: Microsoft Corporation 10900 Stonelake Blvd. Ste. 225 Austin, TX 78759
<a href="mailto:chbode@microsoft.com">chbode@microsoft.com</a>
Phone: 512-578-6848
Fax: 425-708-7929

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Microsoft Corporation  
Austin, TX United States

Certificate Number:  
2016-113627

Date Filed:  
09/19/2016

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Williamson County

Date Acknowledged:

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

001455192  
Microsoft Premier

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**

**6 AFFIDAVIT** I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



*David T. Gallagher*

Signature of authorized agent of contracting business entity  
David T. Gallagher, Director of Contracts

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said David T. Gallagher, this the 20<sup>th</sup> day of September 2016, to certify which, witness my hand and seal of office.

*Melissa Ranslem*      Melissa Ranslem      Contracts Manager  
Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath  
Notary      Notary      Notary

**Commissioners Court - Regular Session**

**43.**

**Meeting Date:** 10/04/2016

Authorizing Renewal of Road Stripping

**Submitted For:** Max Bricka

**Submitted By:** Sydney Richardson, Purchasing

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on authorizing the renewal of Road Stripping, Contract Number 15IFB104, for the same pricing, terms and conditions as the existing Contract, for the term of January 27, 2017 - January 26, 2018, with DIJ Construction.

**Background**

This is the second extension of two (2) possible, one (1) year renewal options.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

1 - Renewal Form

2 - Form 1295

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Sydney Richardson

Final Approval Date: 09/22/2016

**Reviewed By**

Wendy Coco

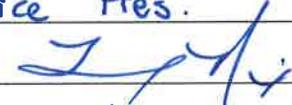
**Date**

09/22/2016 11:14 AM

Started On: 09/21/2016 02:41 PM



## Summary Agreement for Renewal of Williamson County Contract

<b>Purchase/Contract Type:</b>	Commodity	<b>Department:</b>	Road & Bridge
<b>Vendor Name:</b>	DIJ Construction		
<b>Vendor Address:</b>	PO Box 1609, Bertram, Texas 78605		
<b>Purpose/Intended Use of Product or Service (summary):</b>			
Road Striping Contract			
<b>P.O./Contract Number:</b>	15IFB104	<b>Effective Date:</b>	01/27/2017
<b>Purchaser/Contract Specialist:</b>	Sydney Richardson	<b>Expiration Date:</b>	01/26/2018
<b>Requested By:</b>	Terron Evertson, Department Director		
<b>Detailed description of renewal of product and/or service.</b>			
<ul style="list-style-type: none"> <li>• Williamson County wishes to extend this bid/proposal for the same pricing, terms and conditions as the existing contract.</li> <li>• PLEASE INCLUDE THE FOLLOWING:               <ul style="list-style-type: none"> <li>- COMPLETED 1295 FORM; AND</li> <li>- RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.</li> </ul> </li> <li>• <b>Extend Contract for the 2nd of two (2), one (1) year renewal option periods:</b></li> </ul>			
Renewal Option Period 2	January 27, 2017 – January 26, 2018		
Renewal Option Period 1	January 27, 2016 – January 26, 2017		
Initial Contract Period	January 27, 2015 – January 26, 2016		
<b>BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN</b>			
Vendor	<u>D.I.J. Construction, Inc.</u>	Williamson County, 710 Main St., Georgetown, TX 78626	
Name	<u>Terry Niv</u>	Dan A. Gattis	
Title	<u>Vice Pres.</u>	Williamson County Judge	
Signature		Signature _____	
Date	<u>9-19-16</u>	Date _____	



**WILLIAMSON COUNTY AFFIDAVIT AUTHORIZED VENDOR REPRESENTATIVE**

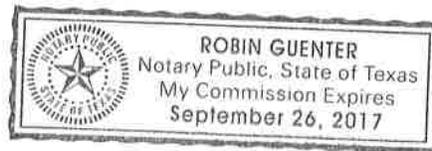
I hereby swear, affirm and represent to Williamson County that my signature below represents that I am authorized to bind the bidder/proposer to fully comply with the pricing, terms and conditions for the Contract listed below and any extension thereof, if applicable.

Note: If Signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited Liability Company, General Partner or a member of a General Partnership, a Power of Attorney or equivalent document must be submitted to the Williamson County Purchasing Department prior to being recommended for award of the contract or renewal.

<b>Contract Number:</b>	15IFB104
<b>Contract Name:</b>	Road Striping Contract
<b>Printed Name of Person Submitting Affidavit:</b>	Terry Nix
<b>Name of Company:</b>	DIJ Construction
<b>Date:</b>	September 19, 2016
<b>Signature of Person Submitting Affidavit:</b>	

On this, the 19 day of Sept, 2016, before me a notary public, the undersigned officer, personally appeared Terry Nix, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she/he executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.



Notary Public

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
D.I.J. Construction, Inc.  
Bertram, TX United States

**Certificate Number:**  
2016-113365

**Date Filed:**  
09/19/2016

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
Williamson County

**Date Acknowledged:**

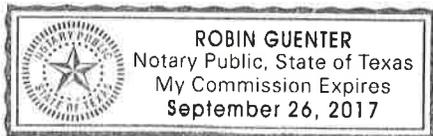
**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
151FB104  
Highway Pavement Markings

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Floyd, Danny	Bertram, TX United States	X	
	Nix, Terry	Bertram, TX United States		X

**5 Check only if there is NO interested Party.**

**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



*[Handwritten Signature]*  
\_\_\_\_\_  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Terry Nix, this the 19 day of Sept., 2016, to certify which, witness my hand and seal of office.

Robin Guenter      Robin Guenter      Admin. Assist.  
Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath

**Commissioners Court - Regular Session**

**44.**

**Meeting Date:** 10/04/2016

Approving Preventive Maintenance Agreement for JP4

**Submitted For:** Max Bricka

**Submitted By:** Sydney Richardson, Purchasing

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on approving the Preventative Maintenance & Service Program Agreement for a Spacesaver System for the term of October 1, 2016 - September 30, 2017.

**Background**

Requested by Jessica Schmidt, Court Administrator/Chief Deputy for Judge Judy Schier Hobbs at JP4; this is an annual maintenance and service Agreement for the Justice of the Peace, Pct. 4's Spacesaver System. The carriages store the court's case files. This maintenance has been in place for several years. The cost of this plan covers 100% labor and parts charges for one scheduled PM at no charge. The Agreement includes travel, mileage to and from all service calls and PM visits. Just one service call without the Agreement would be much more due to travel time from Houston, Dallas, plus mileage, labor, parts, etc.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

1 - Agreement

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Sydney Richardson

Final Approval Date: 09/22/2016

**Reviewed By**

Wendy Coco

**Date**

09/22/2016 11:14 AM

Started On: 09/21/2016 02:46 PM

**SERVICE AGREEMENT PROGRAM**

Williamson County  
 211 West 6th Street  
 Taylor, TX 76574  
 JP Precinct 4

**COVERED ITEMS**

We propose to furnish the materials and perform the labor necessary for the completion of the Scheduled Maintenance & Service Program on system(s):

Serviceable Item 697	Serial Number SSC Ack. 369729, 8 Carriages	Location LSMA Job 415-7-6640
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**SERVICE LEVEL OPTIONS**

Platinum (Preventative Maintenance, Labor, and Parts Program)

- \* One scheduled Preventative Maintenance inspection per year.
- \* Covers 100% of all Labor Service charges for repairs.
- \* Covers 100% for all parts required as a result of normal wear & tear.  
Does not include operator error or misuse.
- \* Additional investment required for repairs performed outside of normal business hours.

Annual Investment to insure the safety of your equipment: **\$1,106.31**

Program effective dates: 10/1/16 through 9/30/17

For Extended Agreements we will apply a 5% discount on a 2 year price total and 10% discount on a 3 year price total.

Southwest Solutions Group would like to thank you for the opportunity to serve you and our team looks forward to serving you in other areas, please visit our website at [www.southwestsolutions.com](http://www.southwestsolutions.com) for more products & services.

Sincerely,  
 Chelsea Brown  
 Direct: 972-331-8876  
 Cell: 214-998-0045  
 Fax: 888-980-8177  
[chelseabrown@southwestsolutions.com](mailto:chelseabrown@southwestsolutions.com)

**Services to be performed by SSG authorized factory-trained personnel.**

Inspection & Testing of:

Electrical Systems

- \* Safety Features
- \* Electrical Wiring & Switches
- \* Mechanical & Logical Controls
- \* Anti-Tip Devices
- \* Carriage Limit Switches
- \* Floor & Overall Operation
- \* Ease of Movement

Mechanical Assist Systems / Manual Systems

- \* Anti-Roll Locking Pin
- \* Turn-Handle Assembly
- \* Tension of chain on turn handle drive
- \* Mechanical Safety Features & Controls
- \* Shelving Anchors
- \* Ease of Movement
- \* Loose Hardware & Fasteners

Lubrication & Adjustment of: (All Systems)

- \* All Moving Parts, Chains & Rails
- \* Limit Switches

General Maintenance & Cleaning of:

- \* Floor & Tracks
- \* Face Panels & Controls

Inspection Report:

- \* Communication of inspection findings to the customer

**Scheduled maintenance services will be performed on a scheduled basis of 1 per year. Covers all service calls throughout the effective dates of agreement.**

To schedule service please call Paul Stanko at 800-803-1083 ext. 9778 or via email [PStanko@southwestsolutions.com](mailto:PStanko@southwestsolutions.com). You can also request service from our website, [www.southwestsolutions.com](http://www.southwestsolutions.com) by clicking on the "request service" link at the top of the page.

ACCEPTANCE PAGE FOR SERVICE AGREEMENT

Williamson County, JP Precinct 4

When accepted please CHECK the option of choice, authorize below, and return a copy to Southwest Solutions Group via email [chelseabrown@southwestsolutions.com](mailto:chelseabrown@southwestsolutions.com) or via fax (888) 980-8177 to the attention of CHELSEA BROWN, please retain original for your records.

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

Bill-To Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zipcode: \_\_\_\_\_

Purchase Order # if appropriate: \_\_\_\_\_

Attention Accounts Payable: \_\_\_\_\_

If paying by Visa, Master Card, or American Express:

Full Name on Card: \_\_\_\_\_

Credit Card #: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

OTHER NOTES

Preventative Maintenance, Service and Repair calls are provided during Southwest Solutions Group's normal work hours Monday - Friday, excluding holidays.

This Agreement does not cover repairs for damages caused by acts of God, vandalism or misuse. Southwest Solutions Group is not responsible for delays or failure to furnish parts or service caused by acts of God, labor unrest, failure of transport or operational errors and causes beyond the control of Southwest Solutions Group.

To help ensure proper operation, you should perform all routine periodic housekeeping duties as outlined in your system's operating manual. You must ensure no foreign matter or debris falls into areas that may hinder normal operation of the equipment, resulting in equipment failure.

Coverage under this Agreement will be voided if the equipment is dismantled, relocated or substantially modified without prior approval from Southwest Solutions Group.

Southwest Solutions Group

By: Calvin Miller

Printed Name: Calvin Miller

Title: CFO/COO

Date: 9/19/16

**Commissioners Court - Regular Session**

45.

**Meeting Date:** 10/04/2016

Award IFB 1608-107 Cul De Sac Fog Seal

**Submitted For:** Max Bricka

**Submitted By:** Thomas Skiles, Purchasing

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on awarding IFB 1608-107 Cul-De-Sac Fog Seal to Alpha Paving Industries LLC who submitted the only bid, per the recommendation of the Williamson County Road and Bridge Division.

**Background**

Alpha Paving Industries LLC, submitted the only bid for IFB 1608-107. After reviewing all of the pertinent information, the Road and Bridge department is recommending to the court that they award Alpha Paving as the successful bidder for this project at a price of \$16.50 per gallon of fog seal and a lump sum mobilization cost of \$3,000.00 an estimated project total of \$244,857.00.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Recommendation

**Form Review**

**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Thomas Skiles

Final Approval Date: 09/28/2016

**Reviewed By**

Kerstin Hancock

Wendy Coco

**Date**

09/28/2016 12:50 PM

09/28/2016 03:42 PM

Started On: 09/22/2016 07:33 AM



September 21, 2016

Mr. Max Bricka  
Purchasing Agent  
Williamson County Purchasing Department 901 S Austin Ave.  
Georgetown, Texas 78626

Subject: Recommendation for IFB 1608-107 – Cul-De-Sac Fog Seal

After reviewing all of the pertinent information, Alpha Paving Industries LLC, submitted the only bid for the IFB 1608-107 – Fog Seal Cul-De-Sac. I recommend to the Williamson County Commissioner's Court that they award Alpha Paving Industries LLC as the successful bidder for this project.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

A handwritten signature in blue ink, which appears to read 'J. Terron Evertson for T.E.', is written over the typed name.

J. Terron Evertson, P.E.  
Director of Road and Bridge Division  
Williamson County, TX

**Bid Items**  
**Fog Seal for Cul-de-Sac Streets - Subdivision Seal Coat 2016**  
**Williamson County - Texas**

**IFB 1608-107 - CUL-DE-SAC FOG SEAL**

**COMPANY: ALPHA PAVING INDUSTRIES LLC**

<b>ITEM</b>	<b>NO.</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Cost</b>
315	2010	Fog Seal	GAL	14,658	\$ 16.50	\$ 241,857.00
500	2001	Mobilization	LS	1	\$ 3,000.00	\$ 3,000.00
<b>PROJECT TOTAL</b>						<b>\$ 244,857.00</b>

**Award Recommendation Basis Table**

**IFB#: 1608-107 - CUL-DE-SAC FOG SEAL**

<b>Description</b>	<b>Basis</b>	<b>Comments</b>
	<input checked="" type="checkbox"/> Price <input type="checkbox"/> Bidder experience and reputation <input type="checkbox"/> Quality of Bidder's goods and/or services <input type="checkbox"/> Bidder's safety record <input type="checkbox"/> Bidder's Proposed personnel <input type="checkbox"/> Bidder's financial capabilities <input type="checkbox"/> Any other relevant factors specifically listed in IFB	
<b>Local Consideration</b>	NO	
<b>Within 3% of lowest Bidder</b>	N/A	
<b>Split Award</b>	NO	

**Commissioners Court - Regular Session**

46.

**Meeting Date:** 10/04/2016

Economic Development

**Submitted For:** Charlie Crossfield

**Submitted By:** Charlie Crossfield, Road Bond

**Department:** Road Bond

**Agenda Category:** Executive Session

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**Information**

**Agenda Item**

Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087:

- a) Business prospect(s) that may locate or expand within Williamson County.
- b) Discuss Pearson Road District.
- c) Discuss North Woods Road District.
- d) Project Fiji
- e) Leander Medical Center
- f) Project Monkey

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

*No file(s) attached.*

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**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 09/29/2016

**Reviewed By**

Wendy Coco

**Date**

09/29/2016 10:17 AM

Started On: 09/29/2016 09:52 AM

**Commissioners Court - Regular Session**

47.

**Meeting Date:** 10/04/2016

Executive Session

**Submitted For:** Charlie Crossfield

**Submitted By:** Charlie Crossfield, Road Bond

**Department:** Road Bond

**Agenda Category:** Executive Session

**Information**

**Agenda Item**

Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)

**A. Real Estate Owned by Third Parties**

1. Preliminary discussions relating to proposed or potential purchase or lease of property owned by third parties

- a) Discuss proposed acquisition of property for right-of-way for SH 195
- b) Discuss proposed acquisition of property for proposed SH 29 project.
- c) Discuss proposed acquisition of property for SW 183 and SH 29 Loop.
- d) Discuss possible acquisition of property with endangered species for mitigation purposes.
- e) Discuss the acquisition of real property: CR 119
- f) Discuss the acquisition of real property: CR 305
- g) Discuss the acquisition of real property: CR 111
- h) Discuss the acquisition of real property for proposed CR 110 project. (All sections)
- i) Discuss the acquisition of real property: CR 258
- j) Discuss the acquisition of real property: Inner Loop.
- k) Discuss the acquisition of real property for County Facilities.
- l) Discuss the acquisition of real property for DB Wood Rd. (Sneed Loop)
- m) Discuss the acquisition of Easement interests on CR 240.
- n) Discuss the acquisition of Easement interests for the Brushy Creek Trail Project.
- o) Discuss the acquisition of real property: Arterial H
- p) Discuss the acquisition of easements on the Forest North project.
- q) Discuss potential acquisition of property located at NEC of Toll 130 and Gattis School Rd.
- r) Discuss utilities for CR 305 at IH 35 and Reagan at IH35 projects.
- s) Discuss easement acquisitions from San Gabriel River Ranch Subdivision.
- t) Discuss options for ingress and egress regarding access to Cedar Hollow Subdivision.

**B. Property or Real Estate owned by Williamson County**

- 1). Preliminary discussions relating to proposed or potential sale or lease of property owned by the County
- a) Discuss County owned real estate containing underground water rights and interests.
- b) Discuss the proposed sale of portion of county property on Inner Loop opposite Maintenance Building.
- c) Discuss possible sale of 183 A excess right of way
- d) Discuss proposed sale of real estate of Blue Springs Blvd
- e) Discuss abandonment of CR359.
- f) Discuss proposed sale of an easement to Enterprise Crude Pipeline LLC.

C. Consider intervention in lawsuit regarding de-listing of Bone Cave harvestman.

**Background**

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

No file(s) attached.

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### Form Review

**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 09/29/2016

**Reviewed By**

Wendy Coco

**Date**

09/29/2016 10:17 AM

Started On: 09/29/2016 09:54 AM